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No. 18]

NEW DELHI, SATURDAY, MAY 2, 1987/VAISAKHA 12, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
गिना जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the
Ministry of Defence)

गृह मंत्रालय

(आन्तरिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली 14 अप्रैल 1987

का आ 1106—विस्थापित व्यक्ति (प्रतिक्रिया तथा पुनर्वास) अधि-
नियम, 1954 की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का
प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पुनर्वास विभाग मध्य
प्रदेश सरकार भोपाल में अवर सचिव की उनके द्वारा कार्या के अनुरिकत
उक्त अधिनियम के द्वारा अथवा उसके अधीन मध्य प्रदेश राज्य में
स्थित सम्पत्तियों के संबंध में बन्दोबस्त अधिकारी को सौंपे गये कार्यों
के निष्पादन हेतु बन्दोबस्त अधिकारी नियुक्त करती है।

[संख्या 1(17)विशेष सैन/84-एम एस. II]

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(Rehabilitation Division)

New Delhi the 14th April 1987

SO 1106—In exercise of the powers conferred by Sub
Section (1) of Section 3 of the Displaced Persons (Compensa-
tion & Rehabilitation) Act 1954 the Central Government
hereby appoint Under Secretary to Government of Madhya

Pradesh Rehabilitation Department Bhopal as Settlement Offi-
cer for the purpose of performing in addition to his own
duties the functions assigned to such Settlement Officer by
or under the said Act in respect of properties situated in the
State of Madhya Pradesh

[No 1(17)|Spl Cell 84 SS III]

का आ 1107—विस्थापित व्यक्ति (प्रतिक्रिया तथा पुनर्वास)
अधिनियम 1954 (1954 का 44) की धारा 3 की उपधारा (1)
द्वारा प्रदत्त शक्तियों का प्रयोग करने हेतु केन्द्रीय सरकार इसके द्वारा
पुनर्वास प्रभाग गृह मंत्रालय में अवर सचिव श्री एम के बसु को
१४-१९८७ में उक्त अधिनियम के द्वारा अथवा उसके अधीन मुख्य
बन्दोबस्त अधिकारी को सौंपे गये कार्यों के निष्पादन हेतु मुख्य बन्दोबस्त
अधिकारी नियुक्त करती है।

2 इसके द्वारा दिनांक 27-1-1987 की अधिसूचना संख्या-1 (7)/
वि सैन/86-एम एस II(ए) का अतिक्रमण किया जाता है।

[संख्या 1(3)/वि सैन/87-एम एस -II(ए)]

SO 1107—In exercise of the powers conferred by sub
section (1) of Section 3 of the Displaced Persons (Compensa-
tion and Rehabilitation) Act 1954 (44 of 1954) the Central
Government hereby appoints Shri S K Basu Joint Secre-
tary in the Ministry of Home Affairs (Rehabilitation Division)
as Chief Settlement Commissioner for the purpose of perform-
ing the function assigned to such Chief Settlement Commis-
sioner by or under the said Act with effect from 8th April,
1987

2 This supersedes Notification No 1(7)/Spl Cell/86-SS-
II(A), dated 27th January, 1987

[No 1(3)|Spl Cell/87 SS II(A)]

का.भा. 1108:—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार गृह मंत्रालय (पुनर्वास प्रभाग) में संयुक्त सचिव, श्री एस.के. बसु, को 8-4-1987 से उक्त अधिनियम के द्वारा अथवा उसके अधीन महाभिरक्षक को सौंपे गये कार्यों के निष्पादन हेतु महाभिरक्षक, निष्क्रान्त सम्पत्ति नियुक्त करती है।

2. इसके द्वारा दिनांक 27-1-1987 के अधिलूचना संख्या-1(7)/वि० सैल/86-एस०एस०11(बी) का अतिरिक्त किया जाता है।

[सं० 1-(3)/वि.से./87-एस.एस. II (बी)]
मुहम्मद अमलम, उपाय सचिव

1108.—In exercise of the powers conferred by section 3 of the Administration of Evacuee Property Act, 1950, (31 of 1950), the Central Government hereby appoints Shri S. K. Basu, Joint Secretary in the Ministry of Home Affairs (Rehabilitation Division) as the Custodian General of Evacuee Property for the purpose of performing functions assigned to such Custodian General by or under the said Act with effect from 8th April, 1987.

2. This supersedes Notification No. 1(7)/Spl. Cell/86-SS.II (B), dated 27th January, 1987.

[No. 1(3)/Spl. Cell/87-SS.II(B)]

M. ASLAM, Dy. Secy.

कार्य, लोक शिकायत तथा पेंशन मंत्रालय

(कार्य और प्रशिक्षण विभाग)

नई दिल्ली, 16 अप्रैल, 1987

का.भा. 1109—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री बी.एल. कालरा, अधिवक्ता, दिल्ली को रणजीत सिंह और अन्य के विरुद्ध दिल्ली विशेष पुनर्वास द्वारा संस्थित मामला आर.सी. सं० 2/80 सी.आई.यू. (ए)/सी.बी.आई. के, जो सेशन न्यायालय/विचारण न्यायालय में लम्बित है और दिल्ली संघ राज्य क्षेत्र में विधि द्वारा स्थापित पुनरीक्षण या अपील न्यायालयों में उसी मामले से उद्भूत अपीलों, पुनरीक्षण आवेदनों या अन्य मामलों के अभियोजन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[सं० 225/41/86-ए.बी.डी.-II]

MINISTRY OF PERSONNEL, P.G. AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 16th April, 1987

S.O. 1109.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri B. L. Kalra, Advocate, Delhi as Special Public Prosecutor for conducting the prosecution of the case RC No. 2/80-CIU(A)/CBI, instituted by the Delhi Special Police Establishment against Shri Ranjit Singh and others, pending in Sessions Court/Trial Court and appeals, revisions or other matters arising out of the same case in revisional or appellate courts, established by the law in Union Territory of Delhi.

[No. 225/41/86-AVD.II]

का.भा. 1110—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय अन्वेषण ब्यूरो के निम्नलिखित लोक अभियोजकों को, किसी भी राज्य या संघ राज्य क्षेत्र में, जिसको पूर्वोक्त धारा के उपबन्ध लागू होते हैं, विधि द्वारा स्थापित विचारण न्यायालयों में

दिल्ली विशेष पुनर्वास स्थापन द्वारा संस्थित मामलों के और विधि द्वारा स्थापित पुनरीक्षण या अपील न्यायालयों में इन मामलों से उत्पन्न होने वाली अपीलों, पुनरीक्षणों या अन्य मामलों के संचालन के लिये विशेष लोक अभियोजक नियुक्त करती है :

1. श्री ओम प्रकाश
2. एस. के. बांगर
3. श्री एम.पी. सिंह
4. श्री जी.बी.एच. मिरांदा
5. श्री एम. के. पीमोल्कर

[संख्या 225/5/87-ए.बी.डी. (II)]

जी. सीतारामन, अवर सचिव

S.O. 1110.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints the following Public Prosecutors of the Central Bureau of Investigation as Special Public Prosecutors for the conduct of cases instituted by the Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law in any State or Union Territory to which the provisions of the aforesaid section apply :—

1. Shri Om Prakash
2. Shri S. K. Banger.
3. Shri M. P. Singh
4. Shri G. B. H. Miranda
5. Shri S. K. Pisolker

[No. 225/5/87-AVD.II]
G. SITARAMAN, Under Secy.

विस्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 6 फरवरी, 1987

(धायक)

का. भा. 1111:—धायक अधिनियम, 1961 की धारा 2 के खण्ड (44) के उप-खण्ड (3) के अनुमरण में केन्द्रीय सरकार एनडू द्वारा नीचे स्तम्भ 4 में उल्लिखित अधिसूचना (अधिसूचनाओं) का अधिलेखन करते हुए नीचे स्तम्भ 3 में उल्लिखित कर वसूली अधिकारियों के स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारियों की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है :—

क्रम उन व्यक्तियों के नाम	उन कर वसूली अधिकारी	उन पुरानी अधिसूचनाओं
सं. जिन्हें कर वसूली अधिकारी (अधिकारियों) की शक्तियों का प्रयोग करने हेतु प्राधिकृत किया जाना है	(अधिकारियों) के नाम	को सं. और तारीख
	जिनके स्थान पर स्तम्भ	जिनका अधिलेखन किया
	2 में उल्लिखित व्यक्तियों जाना है	
	की प्राधिकृत किया जाना है।	

1	2	3	4
1. सर्वश्री एस. आर. महादेवन	सर्वश्री पी.सी. अलेक-जेंडर	6184 दि. 10-4-85	[फा. सं. 398/8/85 आ. क. (व.)]
2. सर्वश्री एन. गदानंदम	सर्वश्री पी. राजाराम	4809 दि. 17-7-82	[फा. सं. 398/11/81 आ. का. (ब.)]

2. यह अधिसूचना तत्काल लागू होगी तथा जहाँ तक स्तम्भ 2 में उल्लिखित व्यक्तियों का सम्बंध है, कर वसूली अधिकारियों के रूप में उनके कार्यभार सम्भालने की तारीख (तारीखों) से लागू होगी।

[सं. 7122/फा.सं. 398/3/87-आ.क.(ब)]

New Delhi, the 6th February, 1987.

S.O. 1111.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below column 2, being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officer(s) under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notification(s) mentioned below in column 4 :—

Sl.No.	Name of the persons to be authorised to exercise powers of Tax Recovery Officer(s)	Name of Tax Recovery Officer(s) in place of whom the persons mentioned in column 2 to be authorised.	Old Notification No. and date to be superseded.
(1)	(2)	(3)	(4)

1.	Shri S. R. Mahadevan	Shri P.C. Alexander	6184 dt. 10-4-85 (F. No. 398/8/85-IT(B))
2.	Shri M. Sadanandan	Shri P. Rajaram	4809 dt. 17-7-82 (F. No. 398/11/81-IT(B))

2. This Notification shall come into force with immediate effect and in so far as persons mentioned in column 2 from the date(s) they take over charge(s) as Tax Recovery Officers.

[No. 7122/F. No. 398/3/87-II (B)]

नई दिल्ली, 19 मार्च, 1987

आयकर

का.भा. 1112.—आयकर अधिनियम, 1961 की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुमति में और भारत सरकार, राजस्व विभाग की दिनांक 6 फरवरी, 1987 की अधिसूचना सं. 7122 (फा. सं. 398/3/87-आ.क.(ब)) में आंशिक गणना करी हुए, केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अन्तर्गत केन्द्रीय सरकार के राज-पक्षित अधिकारी श्री बी.के. इम्ब्रान्द्री को श्री ए.एस.आर. महादेवन के स्थान पर कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना श्री बी.के. इम्ब्रान्द्री द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 7196/फा.सं. 398/3/87-आ.क.(ब)]

बी.ई. अर्नजेंडर, प्रवर सचिव

New Delhi, the 19th March, 1987

INCOME-TAX

1112.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 and in partial modification of Notification of the Government of India in the Department of Revenue No. 7122 (F. No. 398/3/87-

IT(B) dated the 6th February, 1987, the Central Government hereby authorises Shri B. K. Imbrandri, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act in place of Shri S. R. Mahadevan.

2. This Notification shall come into force with effect from the date Shri B. K. Imbrandri takes over charge as Tax Recovery Officer.

[No. 7196-F. No. 398/3/87-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 26 फरवरी, 1987

आयकर

का. भा. 1113.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "श्री रामास्वामी मन्दिर, थिरुवान्गाड" तेलीचेरी (केरल राज्य) को कलात्मक महत्व के स्थान के रूप में अधिसूचित करती है।

[सं. 7146 (फा. सं. 176/2/87-आ.क. नि.1)]

(Department of Revenue)

New Delhi, the 26th February, 1987

INCOME-TAX

S.O. 1113.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Ramaswamy Temple, Thiruvangad" Tellicherry, (Kerala State) to be a place of artistic importance for the purpose of the said clause.

[No. 7146 (F. No. 176/2/87-ITA-1)]

आयकर

का.भा. 1114.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ तमिलनाडु के रामेस जिले में "श्री काशी विश्वनाथर मन्दिर एवं श्री अलागिरिनाथर मन्दिर" को ऐतिहासिक महत्व के स्थान के रूप में अधिसूचित करती है।

[सं. 7145 (फा. सं. 176/3/85-आ.क. नि-1)]

(INCOME-TAX)

S.O. 1114.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Kasi Viswanathar Temple and Sri Alagirinathar Temple" in Salem District of Tamil Nadu to be of historic importance for the purpose of the said clause.

[No. 7145 (F. No. 176/3/85-ITA-1)]

नई दिल्ली, 23 मार्च, 1987

आयकर

का.भा. 1115.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उपधारा के प्रयोजनार्थ, "वाडिया कायर टेम्पल (वाडियाजी अलाश बेहराम), बम्बई," को सम्पूर्ण महाराष्ट्र राज्य में प्रसिद्ध गार्वजनिन पूजा स्थल के रूप में अधिसूचित करती है।

[सं. 7199 (फा.सं. 176/39/86-आ.क.नि.-1)]

रोशन मन्नाय, प्रवर सचिव

New Delhi, the 23rd March, 1987

(INCOME-TAX)

S.O. 1115.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Wadia Fire Temple (Wadiaji Atash Behram) Bombay" to be a place of public worship of renown throughout the State of Maharashtra for the purpose of the said sub-section.

[No. 7199 F. No. 176/39/85-ITA.1]
ROSHAN SAHAY, Under Secy.

नई दिल्ली, 26 फरवरी, 1987

(आयकर)

का.आ. 1116—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एन.व्हाटा उष्ण खंड के प्रयोजनार्थ "कैथोलिक चर्च", केम्बे, गुजरात को कर्म-निर्धारण वर्ष 1985-86 से 1987-88 के लिये अधिसूचित करती है।

[सं. 7147(का.पं. 197/124/81-प्र.क.नि.1)]
दलीप सिंह, विशेष कार्य अधिकारी

New Delhi, the 26th February, 1987

(INCOME-TAX)

S.O. 1116.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Catholic Church, Cambay, Gujarat" for the purpose of the said clause for the assessment years 1985-86 to 1987-88.

[No. 7147 (F. No. 197/124/81-II(A1))]
DALIP SINGH, Officer on Special Duty

नई दिल्ली, 16 अप्रैल, 1987

आदेश

स्टाम्प

का.आ. 1117—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एन.व्हाटा स्वेन मिल, लिमिटेड, बम्बई को मात्र बयालीस हजार दो सौ सत्रह रुपये पचास पैसे के उस समेकित स्टाम्प शुल्क की अत्रायगी करने का अनुपति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किये जाने वाले प्रत्येक 100 रुपये के छप्पन लाख छत्तीस हजार सात सौ रुपये के अंकित मूल्य के कम संख्या 1/100001 से 1/56367 तक के 15% आरक्षित विमोच्य असम्परिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण स्वाधे है।

[सं. 20/87-स्टाम्प-का.सं. 33/12/87-व.क.]
बी.आर. मेहमी, अवर सचिव

New Delhi, the 16th April, 1987

ORDER

STAMPS

S.O. 1117.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Swan Mills Limited, Bombay to pay consolidated stamp duty of rupees forty two thousand, two hundred seventy seven and fifty paise only, chargeable on account of the stamp duty on 15 per cent Redeemable Secured Non-convertible debenture bearing serial Nos. 1/

00001 to 1/56367 of the face value of rupee 100 each amounting to rupees fifty six lakhs, thirty six thousand and seven hundred only to be issued by the said Company.

[No. 20/87-Stamp-F. No. 33/12/87-ST]
B. R. MEHMI, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 3 फरवरी, 1987

(आयकर)

का.आ. 1118—आयकर अधिनियम 1961 (1961 का 43) की धारा 121-क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हम सम्बन्ध में सभी पूर्ववर्ती अधिसूचनाओं का अधिनियम करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एन.व्हाटा निदेश देता है कि निम्ने की गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट अधिकार क्षेत्र के आयकर आयुक्त (अपील) स्तम्भ (2) और स्तम्भ (3) को तत्सम्बन्धी प्रविष्टियों में विनिर्दिष्ट आयकर वाहों, परिमण्डलों, जिला और रेजों में आयकर अथवा अतिकर या व्याज कर से निर्धारित ऐसे व्यक्तियों के बारे में अपना कार्य निर्वहण करेंगे, जो आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खंड (क) से (ज) कम्पनी (लाभ) अतिकर अधिनियम 1964 (1964 का 7) की धारा 11 की उपधारा (1) तथा व्याज कर अधिनियम, 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी आदेश से व्यक्ति हुए हैं, और ऐसे व्यक्तियों या व्यक्तियों की श्रेणियों की बाबत भी कार्य निर्वहण करेंगे जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खंड (1) के उपबन्धों के अनुसार निदेश दिया है या भविष्य में निदेश दे।

अनुसूची		
अधिकार क्षेत्र तथा प्रधान कार्यालय	आयकर वाहें तथा परिमण्डल	नि. स. आ. क. आ. की रेज
1	2	3
आयकर आयुक्त, (अपील), पटना	आयकर आयुक्त, पटना और आयकर परिमण्डल, गया के अधिकार क्षेत्र में आने वाले सभी वाहें तथा परिमण्डल जिसमें सं. शु. परिमण्डल शामिल हैं।	आयकर आयुक्त, पटना के क्षेत्राधिकार में आने वाली सभी रेजें।
आयकर आयुक्त, (अपील), रांची	आयकर आयुक्त, रांची के क्षेत्राधिकार में आने वाले सभी वाहें तथा परिमण्डल (आ. क. परिमण्डल, गया को छोड़कर)।	आयकर आयुक्त, रांची के क्षेत्राधिकार में आने वाली सभी रेजें।

अहां कोई आयकर परिमण्डल, वाहें अथवा जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार-क्षेत्र से किसी अन्य अधिकार-क्षेत्र में अन्तर्गत कर दिया गया हो, वहां उस आयकर परिमण्डल, वाहें अथवा जिला अथवा उसके किसी भाग में किए गए निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व, अधिकार क्षेत्र के उस आयकर आयुक्त (अपील) के समक्ष विचाराधीन पड़ी अपीलों, जिनके अधिकार क्षेत्र में उक्त आयकर वाहें, परिमण्डल, जिला अथवा उसका कोई भाग अन्तर्गत किया गया हो, हम अधिसूचना के लागू होने की तारीख से अधिकार-क्षेत्र के उस आयकर आयुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा विपदाईं जाएगी, जिनके अधिकार क्षेत्र में उक्त परिमण्डल, वाहें अथवा जिला अथवा उसका कोई भाग अन्तर्गत किया गया है।

2. यह अधिसूचना 1-2-1987 से लागू होगी।

[का. सं. 261/1/87-आ. क. न्या.]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 3rd February, 1987

INCOME TAX

S.O. 1118.—In exercise of the powers conferred by sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in supersession of all previous Notifications in this regard the Central Board of Direct taxes hereby directs that the Commissioners of Income-tax (Appeals) of the Charges specified in Col. (1) of the Schedule below, shall perform their functions in respect of such persons assessed to Income-tax, or Sur-tax or Interest-tax in the Income-tax Wards, Circles, District and Ranges specified in the corresponding entries in Cols. (2) and (3) thereof as are aggrieved by any of the orders mentioned in clauses (a) to (h) of Sub-section (2) of Section 246 of the Income-tax Act, 1961, in sub-section (1) of Section 11 of Companies (Profits) Sur-tax Act, 1964 (7 of 1964) and sub-section (1) of Section 15 of the Interest Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or may direct in future in accordance with the provisions of clause (i) of sub-section (2) of Section 246 of the Income-tax Act, 1961.

SCHEDULE

Charge with	Income-tax wards and Circles	Range of the IAC of Income-tax
1	2	3
CIT (Appeals), PATNA	All Wards and Circles including E.D. Circles within the jurisdiction of CIT, Patna and I.T. Circle, Gaya.	All Ranges within the Jurisdiction of CIT Patna
CIT (Appeals), RANCHI	All Wards and Circles (excluding I.T. Circle, Gaya) within the Jurisdiction of CIT, Ranchi.	All Ranges within the jurisdiction of CIT, Ranchi.

Whereas an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Charge to another Charge, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the C.I.T. (Appeals) of the Charge from whom the said Income-tax Ward, Circle, District or part thereof is transferred shall, from the date this Notification takes effect, be transferred to and dealt with by the CIT (Appeals) of the Charge to whom the said Circle, Ward or District or part thereof is transferred.

2. This notification shall take effect from 1-2-87.

[No. 7116/87-F. No. 261/1/87--[TJ]]

भूखिपत्र

आयकर

का.आ. 1119:—दिनांक 24-12-86 की अधिसूचना सं. 7071 (फा.सं. 261/10/86-आ.क.न्या.), अनुसूची में पृष्ठ 4 पर क्रम सं. 7 में आयकर आयुक्त (अपी.) कोयम्बटूर के सामने:—

नगर परिमण्डल-3, कोयम्बटूर
कम्पनी परिमण्डल-5, कोयम्बटूर
विशेष परिमण्डल, कोयम्बटूर

विशेष सर्वेक्षण परिमण्डल, कोयम्बटूर एरोड परिमण्डल।

"निरीक्षी सहायक आयकर आयुक्त,

रेंज-2, मद्रास"

परिमण्डलों के लिए

"निरीक्षी सहायक आयुक्त आयुक्त,

रेंज-3, कोयम्बटूर।" पढ़ा जाए।

यह अधिसूचना 1-1-1987 से लागू होगी।

[सं. 7117/17 फा.सं. 261/10/86-आ.क. (न्या.)]

CORRIGENDUM
INCOME TAX

S.O. 1119.—In Notification No. 7071 (F. No. 26/1/86-IT) dated 24-12-86, in the schedule at S. No. 7 on page 4 against Commissioner of Income-tax (Appeals), Coimbatore for the circles of :

City Circle-III, Coimbatore
Company Cir-V, Coimbatore
Special circle, Coimbatore
Special Surevey, circle, Coimbatore
Erode Circle.

"Inspecting Asstt. Commissioner of Income-tax, Range-II, Madras".

may be read as

"Inspecting Asstt. Commissioner of Income-tax, Range-III, Coimbatore".

This Notification shall also take effect from 1-1-87.

[No. 7117/87 (F. No. 261/10/86-ITJ]

नई दिल्ली, 2 अप्रैल, 1987

का.आ. 1120:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121-क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पूर्ववर्ती आदेशों के आंशिक संशोधन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड, एन.टी.आर. निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (2) में विनिर्दिष्ट अधिकार क्षेत्र के आयकर आयुक्त (अपील), स्तम्भ (3) और स्तम्भ (4) की तत्संबंधी प्रविष्टियों में विनिर्दिष्ट आयकर वाडों, परिमण्डलों, जिलों और रेंजों में अपना कार्य निर्वहण करेंगे, जो आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (क) से (ज), कम्पनी (लाभ) अतिकर अधिनियम, 1964 (1964 का 7) की धारा 11 की उपधारा (1) तथा व्याज कर अधिनियम, 1971 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी आदेश से व्यथित हुए हैं, और ऐसे व्यक्तियों की श्रेणियों की बाबत भी कार्य निर्वहण करेंगे जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खण्ड (1) के उक्तों के अनुसार निदेश दिया है या भविष्य में निदेश दे।

संशोधित अनुसूची

क्रम सं.	अधिकार क्षेत्र तथा प्रधान कार्यालय	आयकर परिमण्डल तथा वाडें	नि.स.आ., आयकर की रेंज
1	2	3	4
1.	आयकर आयुक्त, [(अपील) -1, अहमदाबाद।	1. परिमण्डल-1, अहमदाबाद	नि.स.आ., क.नि. रेंज-1 अहमदाबाद

1	2	3	4	1	2	3	4
		2. केन्द्रीय परिमण्डल, अहमदाबाद	नि.स.आ. (केंद्रीय)-1/2 अहमदाबाद।			3. सम्पदा शुल्क परिमण्डल, अहमदाबाद।	नि.स.आ., क.नि. रेंज-2, अहमदाबाद।
		3. परिमण्डल-3, अहमदाबाद	नि.स.आ.क.नि. रेंज-3 अहमदाबाद			4. परि.-2, अहमदाबाद	नि.स.आ., क.नि. रेंज-2, अहमदाबाद।
		हिस्मत नगर परिमण्डल	नि.स.आ.क.नि. रेंज-3 अहमदाबाद।			4. परि. 8, अहमदाबाद	नि.स.आ., क.नि. रेंज-8, अहमदाबाद
		पालनपुर परिमण्डल				5. परि.-8, अहमदाबाद	नि.स.आ., क.नि. रेंज-8 अहमदाबाद।
2. आयुक्त, (अपील)-2 अहमदाबाद।	1. परिमण्डल-5, अहमदाबाद	नि.स.आ.क.नि. रेंज-5, अहमदाबाद।				6.	नि.स.आ., (क.नि.-1) अहमदाबाद।
	2. पाटन परिमण्डल					7.	नि.स.आ. (क.नि.)-2, अहमदाबाद।
	3. मेहसाना परिमण्डल					8.	नि.स.आ., (क.नि.)-3, अहमदाबाद।
	4. क.परि.-3, अहमदाबाद	नि.स.आ. क.नि. रेंज-9 अहमदाबाद।				9.	नि.स.आ. (क.नि.)-4, अहमदाबाद।
	5. क.परि.-4, अहमदाबाद					10.	नि.स.आ. (क.नि.)-5, अहमदाबाद।
	6. क.परि.-11, अहमदाबाद					इस आदेश के अन्तर्गत, अहमदाबाद स्थित कोई भी परिमण्डल अथवा रेंज जो विशेष रूप से किसी अन्य आयुक्त (अपील) को नहीं सौंपा गया है।	
	7. क.परि.-12, अहमदाबाद।						
	8. क.परि.-13, अहमदाबाद।						
	9. क.परि.-16, अहमदाबाद।						
3. आयुक्त, (अपील)-3, अहमदाबाद।	1. सुरेन्द्रनगर परिमण्डल	नि.स.आ., क.नि. रेंज-6, अहमदाबाद।				2 जहां कोई आयुक्त परिमण्डल, बाईं अथवा जिला इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य अधिकार क्षेत्र में अन्तर्लिप्त कर दिया गया हो, वहां उस आयुक्त परिमण्डल, बाईं अथवा जिले में किए गए निर्धारणों से उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व अधिकार क्षेत्र के उस आयुक्त आयुक्त (अपील) के समक्ष विचारार्थीन पड़ी अपीलें जिसके अधिकार क्षेत्र में उक्त आयुक्त परिमण्डल, बाईं अथवा जिला अन्तर्लिप्त किया गया हो, इस अधिसूचना के लागू होने की तारीख से अधिकार क्षेत्र के उस आयुक्त आयुक्त (अपील) को अन्तर्लिप्त की जाएगी और उनके द्वारा निपटाई जाएंगी, जिसके अधिकार क्षेत्र में उक्त परिमण्डल बाईं, अथवा जिला अन्तर्लिप्त किया गया है।	
	2. व्यावसायिक परिमण्डल अहमदाबाद।						
	3. वापसी परिमण्डल, अहमदाबाद।						
	4. क.परि.-1, अहमदाबाद।						
	5. क.परि.-2, अहमदाबाद।						
	6. क.परि.-5, अहमदाबाद।	नि.स.आ., क.नि. रेंज-7, अहमदाबाद।				3 यह अधिसूचना बिनांक 15 अप्रैल, 1987 में लागू होगी। [सं. 7214 (फा.स. 261/7/87-आ.क.न्या.)] ए.के. गर्ग, अव्वर सचिव केन्द्रीय प्रत्यक्ष कर बोर्ड	
	7. क.परि.-6, अहमदाबाद।						
	8. क.परि.-7, अहमदाबाद।						
	9. क.परि.-8, अहमदाबाद।						
	10. क.परि.-9, अहमदाबाद।						
	11. क.परि.-10, अहमदाबाद।	नि.स.आ., क.नि. रेंज-4, अहमदाबाद।				New Delhi, the 2nd April, 1987	
	12. क.परि.-15, अहमदाबाद।						
	13. आयुक्त अधिकारी, अनिवासी परिमण्डल, अहमदाबाद।						
	14. परि.-4, अहमदाबाद						
	15. परि.-6, (वेतन) अहमदाबाद।						
4. आयुक्त, (अपील)-4, अहमदाबाद।	1. सर्वेक्षण परिमण्डल अहमदाबाद।	नि.स.आ., क.नि. रेंज-9, अहमदाबाद।				S. O. 1120 :—In exercise of the powers conferred by Sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in modification of earlier orders, the Central Board of Direct Taxes, hereby directs that the Commissioners of Income-tax (Appeals) of the Charges specified in column (2) of the Schedule below, shall perform their functions in respect of such persons assessed to Income-tax or Sur-tax or Interest-tax in the Income-tax Wards, Circles, Districts and Ranges specified in the corresponding entries in column (3) and column (4) thereof as are aggrieved by any of the orders mentioned in clauses (a) to (h) of sub-section (2) of section 246 of the Income-tax, Act, 1961 in Sub-section (1) of Section	
	2. विशेष परिमण्डल-1/2/3, अहमदाबाद।	नि.स.आ., क.नि. रेंज-9, अहमदाबाद।					

II of Companies (Profits), Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of Section 15 of the Interest-tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or may direct in future in accordance with the provisions of clause (1) of Sub-section (2) of Section 246 of the Income-tax Act, 1961.

REVISED SCHEDULE

Sl. No.	Charges with Head Quarters	Income-tax Circles and Wards	Range of IAC of Income-tax
1	2	3	4
1.	Commissioner of Income-tax (Appeals)-I, Ahmedabad	(1) Circle-I, Ahmedabad (2) Central Circles, Ahmedabad. (3) Circle-III, Ahmedabad (4) Himatnagar Circle (5) Modasa Circle (6) Palanpur Circle	IAC, AR-I, Ahmedabad. IAC (Central)-I/II, Ahmedabad. IAC, AR-III, Ahmedabad. IAC, AR-III, Ahmedabad.
2.	Commissioner of Income-tax (Appeals)-II, Ahmedabad	(1) Circle-V, Ahmedabad. (2) Patan Circle (3) Mehsana Circle (4) Co. Cir. III, Ahmedabad. (6) Co. Cir. XI, Ahmedabad. (7) Co. Cir. XII, Ahmedabad (8) Co. Cir. XIII, Ahmedabad (9) Co. Cir. XVI, Ahmedabad	IAC, AR-V, Ahmedabad. IAC, AR-IX, Ahmedabad.
3.	Commissioner of Income-tax (Appeals)-III, Ahmedabad.	(1) Surendranagar Circle (2) Professional Circle, Ahmedabad (3) Refund Circle, Ahmedabad (4) Co. Cir. I, Ahmedabad (5) Co. Cir. II, Ahmedabad (6) Co. Cir. V, Ahmedabad. (7) Co. Cir. VI, Ahmedabad. (8) Co. Cir. VII, Ahmedabad. (9) Co. Cir. VIII, Ahmedabad. (10) Co. Cir. IX, Ahmedabad (11) Co. Cir. X, Ahmedabad. (12) Co. Cir. XV, Ahmedabad (13) ITO, Non-Resident, Circle, Ahmedabad. (14) Cir. IV, Ahmedabad (15) Cir. VI, (Salaries), Ahmedabad.	IAC, AR-VI, Ahmedabad. IAC, AR-VII, Ahmedabad. IAC, AR-IV, Ahmedabad.

1	2	3	4
4.	Commissioner of Income-tax (Appeals)-IV, Ahmedabad	(1) Survey Circles, Ahmedabad (2) Spl. Circles-I/II/III, Ahmedabad (3) Estate Duty Circle, Ahmedabad (4) Cir. II, Ahmedabad (5) Cir. VIII, Ahmedabad (6) (7) (8) (9) (10)	IAC, AR-IX, Ahmedabad. IAC, AR-IX, Ahmedabad. IAC, AR-II, Ahmedabad IAC, AR-II, Ahmedabad IAC, AR-VIII, Ahmedabad. IAC (Asstt.)-I, Ahmedabad IAC (Asstt.)-II, Ahmedabad IAC (Asstt.)-III, Ahmedabad IAC (Asstt.)-IV, Ahmedabad IAC (Asstt.)-V, Ahmedabad.
		Any circle or Range at Ahmedabad not specifically assigned to any other Commissioner of Income-tax (Appeals) under this order.	

2. Where an Income-tax Circle, Ward or District stands transferred by this Notification from one charge to another charge, appeals arising out of the assessments made in that Income-tax Circle, Ward or District and pending immediately before the date of this Notification before the Commissioner of Income-tax (Appeals) of the Charge, from whom the Income-tax Circle, Ward or District is transferred shall from the date of this Notification take effect be dealt with by the Commissioner of Income-tax (Appeals) of the charge to whom the said Circle, Ward or District is transferred.

3. This Notification shall take effect from the 15th April, 1987.

[No. 7214 (F. No. 261/7/87-ITJ)]

A. K. GARG, Under Secy.
Central Board of Direct Taxes

(अधिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 6 अप्रैल, 1987

का.प्र. 1121—बैंककारी विनियमन, अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक की सिफारिश पर, घोषणा करती है कि उक्त अधिनियम की धारा 10B की उपधारा (1) और (2) के उपबन्ध रत्नाकर बैंक लि., कोल्हापुर पर दिनांक 15 फरवरी, 1987 से 14 मई, 1987 तक की तीन महीनों को अग्रिम के लिये या उक्त बैंक के लिये नियमित पूर्णकालिक अध्यक्ष की नियुक्ति होने तक, इनमें से जो भी पहले हो, लागू नहीं होंगे।

[एफ.सं. 15/9/86-बी.आ. III(i)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 6th April, 1987

S.O. 1121.—In exercise of powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of section 10-B of the said Act, shall

not apply to the Ratnakar Bank Limited, Kolhapur for a period of three months from the 15th February, 1987 to 14th May, 1987 or till the appointment of regular whole-time Chairman for that bank, whichever is earlier.

[No. 15/9/86-B.O. III(i)]

का.प्रा. 1122.—बैंककारी विनियमन अधिनियम, 1949 (1949 10) की धारा 53 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एस्डिआर भारतीय रिजर्व बैंक की सफाई पर, घोषणा करती है, कि उक्त अधिनियम की धारा 10B की उपधारा (9) के उपबंध उस सीमा तक, जहां तक कि रत्नाकर बैंक लि., कोल्हापुर को किसी व्यक्ति का चार्ज नहीं होने से अधिक के लिये अक्षर निरुद्ध करने से छूट प्राप्त है, उक्त बैंक पर 15 फरवरी, 1987 से 14 मई, 1987 तक लागू नहीं होंगे।

[फ.सं. 15/9/86 की ओ. III(2)]

प्रान नाथ, अवर सचिव

S.O. 1122.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act, shall not to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding four months, apply to the Ratnakar Bank Limited, Kolhapur from 15 February, 1987 to 14 May, 1987.

[No. 15/9/86-B.O.III(ii)]

PRAN NATH, Under Secy.

नई दिल्ली, 9 अप्रैल, 1987

का.प्रा. 1123.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सफाई पर एलद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) के अन्तर्गत स्थापित किए गए क्षेत्रीय ग्रामीण बैंकों पर उस सीमा तक लागू नहीं होंगे जहां तक उनका सम्बन्ध 31 दिसम्बर, 1986 और 31 दिसम्बर, 1987 को समाप्त वर्षों के लिए उनके वृत्त पत्रों और लाभ-हानि विवरण तथा उन पर लेखा परीक्षकों की रिपोर्ट के प्रकाशन से है।

[सं. फ. 8-6/87-प्रार. प्रार. बी.]

प्रवीण कुमार तेजयान, अवर सचिव

New Delhi, the 9th April, 1987

S.O. 1123.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of Section 31 of the said Act shall not apply to the Regional Rural Banks established under sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) insofar as the said Section requires the publication of their balance sheets and profit and loss accounts together with the Auditor's Reports thereon in respect of the years ending 31 December 1986 and 31 December 1987.

[No. F. 8-6/87-RRB]

P. K. TEJYAN, Under Secy.

समाहृतलिय, केन्द्रीय उत्पाद शुल्क

नागपुर, 13 अप्रैल, 1987

अधिसूचना संख्या 2/87

का.प्रा. 1124.—श्री एम एस. दापुरकर अधीनस्थ केन्द्रीय उत्पाद शुल्क समूह "ब" समाहृतलिय नागपुर, निवृत्त की आयु प्राप्त करने पर दिनांक 31-3-87 को अग्रगण्य में शामिल सेवा से निवृत्त हुए।

[सं. II(3)/5/87-स्था.-1/32204]

ज.प्रार. केन, उप समाहर्ता

CENTRAL EXCISE COLLECTORATE

Nagpur, the 13th April, 1987

NOTIFICATION NO. 2/87

S.O. 1124.—Shri M. S. Dapurkar, Superintendent Central Excise Group 'B' of Nagpur Collectorate having attained the age of superannuation retired from Govt. service on 31-3-1987 in the afternoon.

[C. No. II(3)5/87/El.I/32204]

J. R. KAIT, Dy. Collector (P&F)

वाणिज्य मंत्रालय

नई दिल्ली, 16 अप्रैल, 1987

का.प्रा. 1125.—केन्द्रीय सरकार, सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण नियम, 1972 के नियम 3 और नियम 4 के साथ पठित सामुद्रिक उत्पाद निर्यात विकास प्राधिकरण अधिनियम, 1972 (1972 का 13) की धारा 4 की उपधारा (3) द्वारा प्रदान शक्तियों का प्रयोग करते हुए, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्या का.प्रा. 824(अ), तारीख 3 नवम्बर, 1986 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, क्रम संख्यांक 25, 26, 27 और 29 तथा उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जायेगा अर्थात् :—

"25. श्री अनवर हाशिम

मैसर्स आवाद फिशरीज,

कोचीन—मदरस

26. श्री रमेश डब्ल्यू. सार्वंत,

मैसर्स सावंत फिशरीज प्राइवेट

लिमिटेड, मुम्बई—मदरस

27. श्री टी भट्टाचार्य

मैसर्स त्रिवेणी फूड प्राइवेट्स, कलकत्ता—मदरस

28. कैप्टन जाह्नव शेख,

निवेशक, गुजरात फिशरीज,

डेवसपमेंट कॉर्पोरेशन, लिमिटेड—मदरस"

[सं. 1/19/85-ई.पी. (एस.पी.)]

जी. कृष्णमूर्ति, अवर सचिव

टिप्पण :—मूल अधिसूचना, भारत के राजपत्र असाधारण, सं. 452, तारीख 4 नवम्बर, 1986 में का.प्रा. 824(अ), तारीख 3 नवम्बर, 1986 के अधीन प्रकाशित की गई थी।

MINISTRY OF COMMERCE

New Delhi, the 16th April, 1987

S.O. 1125.—In exercise of the powers conferred by sub-section (3) of section 4 of the Marine Products Export Development Authority Act, 1972 (13 of 1972) read with rules 3 and 4 of the Marine Products Export Development Authority Rules, 1972, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Commerce No. S.O. 824(E) dated the 3rd November, 1986, namely :—

In the said notification, for serial numbers 23, 26, 27 and 29 and entries relating thereto, the following shall be substituted, namely :—

"25. Shri Anwar Hashim M/s. Abad Fisheries, Cochin.	Member
26. Shri Ramesh W. Sawant M/s. Sawant Fisheries Pvt. Ltd., Bombay.	Member
27. Shri R. Bhattacharya M/s. Triveni Food Products, Calcutta.	Member
29. Capt. Zahid Sheikh Director, Gujarat Fisheries Development Corporation Ltd.	Member"

Note : The principal notification was published under S.O. 824(E) dated 3rd November, 1986 in the Gazette of India Extraordinary No. 452 dated 4th November, 1986.

[No. 1/19/85-EP(MP)]
G. KRISHNAMURTHY, Under Secy.

(मुख्य निर्यातक, आयात-निर्यात का कार्यालय)

नई दिल्ली, 20 अप्रैल, 1987

प्रादेश

का. प्रा. 1126.—मैसर्स प्रोजेक्ट एंड इन्विपमेंट कार्पोरेशन लि., नई दिल्ली को मशीनों के अंशों और प्रतिरिक्त पुर्जों का आयात करने के लिए 20,00,000 रुपये मात्र के लागत सीमा भाड़ा मूल्य का आयात लाइसेंस सं. जी./टी./2434691, दिनांक 24-1-86 जारी किया गया था जो कि मैसर्स इंडेंटो प्राइवेट लिमिटेड, बम्बई को प्राधिकार-पत्र सहित इसके संचालन के लिए दे दिया गया था।

2. मैसर्स इंडेंटो प्रा. लि., बम्बई ने आयात लाइसेंस प्रतिलिपि प्रति (सीमा शुल्क प्रयोजन प्रति) जारी करने के लिए हम प्राधार पर अनुरोध किया है कि उक्त आयात लाइसेंस (केवल सीमा शुल्क प्रति) सीमा शुल्क विभाग, बम्बई में परेक्षण की निकासी के समय कहीं खो गई है। इस आयात लाइसेंस के मुद्दे केवल 10,800 रुपये का उपयोग किया गया था। फर्म इस बात से सहमत है और अपने जवाब दिया है कि यदि मूल आयात लाइसेंस वाद में मिल जाता है तो हम कार्यालय की रिकार्ड के लिये लौटा दिया जायेगा।

3. अपने तर्क के समर्थन में मैसर्स इंडेंटो प्रा. लि., बम्बई ने उचित न्यायिक प्राधिकारी के सम्मुख विधिमत प्राप्त लेकर एक प्रार्थना पत्र दायर किया है। मैं, नदनुमार संतुष्ट हूँ कि मूल लाइसेंस सं. जी./टी./2434691, दिनांक 24-1-86 प्राथमिक द्वारा खो गया है। यथासंशोधित आयात (नियंत्रण) प्रादेश 1955 दिनांक 7-12-55 की उप-धारा 9(ग.ग) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैसर्स प्रोजेक्ट एंड इन्विपमेंट कार्पोरेशन प्रा. लि., नई दिल्ली को जारी उक्त आयात लाइसेंस सं. जी./टी./2434691 दिनांक 24-1-86 एनड्रॉ रद्द किया जाता है।

4. पार्टी की उक्त आयात-लाइसेंस (केवल सीमा-शुल्क प्रयोजन प्रति) की प्रतिलिपि प्रति को दलन में जारी किया जा रहा है।

[फाइल सं. पी.ई.सी./जी.डी.आर/31/85-86/जी.एल.एम./ए.स्यू.104]

एन.एम. कृष्णमूर्ति, उप मुख्य निर्यातक, आयात-निर्यात
के मुख्य निर्यातक, आयात-निर्यात

(Office of the Chief Controller of Import & Export)

New Delhi, the 20th April, 1987

ORDER

S.O. 1126.—M/s. Projects & Equipments Corporation of India Ltd., New Delhi were granted an Import Licence No. G/T/2434691 dated 24-1-86 for a cif value of Rs. 20,00,000/- only for the import of Machine Tools and spares, which was delivered to M/s. Indento Pvt. Ltd., Bombay for operation alongwith letter of Authority.

2. M/s. Indento Pvt. Ltd. Bombay have now requested for issue of duplicate import licence (Customs Purposes Copy only) on the ground that the above mentioned import licence (Custom Copy only) has been lost in Customs Department, Bombay during clearance of a consignment. The import licence was stated to have been utilised for a value of Rs. 10,800/- only. The party agrees and undertakes to return the original import licence, if traced later on to this office for record.

3. In support of their contention, M/s. Indento Pvt. Ltd., Bombay have filed an affidavit duly sworn before appropriate Judicial Authority. I am accordingly satisfied that the original Licence No. G/T/2434691 dt. 24-1-86 has been lost by the applicant. In exercise of powers conferred under sub-clause 9(cc) of the Import (Control) order, 1955 dt. 7-12-1955 as amended from time to time, the said import licence No. G/T/2434691 dt. 24-1-86 issued to M/s. P&EC of India Ltd., New Delhi is cancelled.

4. The duplicate import licence (Customs Purposes Copy only) is being issued separately.

[File No. PEC/GDR/31/85-86/GLS/AQ/104]

N. S. KRISHNAMURTHY, Dy. Chief Controller
of Imports & Exports
for Chief Controller of Imports & Exports
उद्योग मंत्रालय
(औद्योगिक विकास विभाग)

नई दिल्ली, 20 अप्रैल, 1987

प्रतिपत्र

का. प्रा. 1127.—भारत के राजपत्र, असाधारण, भाग 2, खंड 3 उपखंड (2), दिनांक 3 मार्च, 1987 में प्रकाशित उद्योग मंत्रालय (औद्योगिक विकास विभाग) में भारत सरकार की दिनांक 3-3-1987 की अधिसूचना सं. एस.ओ. 158(ई), की अनुसूची कावम 2 में "छाठ" के स्थान पर "छ" पढ़ा जाये।

[[6(2)/84-प्रा.ई.सी.सी.]

जी. वेंकटरमणन, संयुक्त सचिव

MINISTRY OF INDUSTRY

(Department of Industrial Development)

New Delhi, the 20th April, 1987

CORRIGENDUM

S.O. 1127.—In the notification of the Government of India in the Ministry of Industry (Department of Industrial Development), No. S.O. 158(E), dated the 3rd March, 1987, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-Section (ii), dated the 3rd March, 1987, in the schedule, in column 2, for "Eight" read "Six".

[F. No. 6(2)/84-ICC]

G. VENKATARAMANAN, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 14 अप्रैल, 1987

कां. आ. 1128—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं. 25 में कूप नं. 5 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन सेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी माँगों को बिछाने के प्रयोजन के लिये एतदपराध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के लॉन्ग पाईप लाईन बिछाने के लिए आशेष सक्षम प्राधिकारी, सेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकर पुरा रोड, बड़ोदरा-9 को इस अधिसूचना को तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशय करने वाला हर व्यक्ति विनिश्चित: यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी मुनबाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं. 25 से कूप नं. 5 तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : वड़ोदरा	तालुका : पादरा		
गांव	सर्वे नं.	हेक्टर	आरे.	सेंटियर
गवासद	245	0	30	75
	246	0	09	60
	247	0	00	70
	236	0	07	50
	249	0	15	45
	261	0	09	90
काटेट्रेक	0	00	60	
	268	0	15	15
	257	0	00	50
	269	0	00	50
	271	0	12	00
	270	0	08	10
	278	0	08	40
	277	0	09	90
	279	0	00	40
	276	0	06	75
काटेट्रेक	0	02	25	

[सं O-12016/30/87-ओ एन-डी 4]

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 14th April, 1987

S.O. 1128. Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. 25 to Well No. 5 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto:—

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara. (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

SCHEDULE

Pipeline from Well No. 25 to Well No. 5.

State : Gujarat District : Vadodara Taluka : Padara

Village	Survey No.	Hec-tare	Are	Centi-are
Gavasad	245	0	30	75
	246	0	09	60
	247	0	00	70
	236	0	07	50
	249	0	15	45
	261	0	09	90
	Cart track	0	00	60
	268	0	15	15
	257	0	00	50
	269	0	00	50
	271	0	12	00
	270	0	08	10
	278	0	08	40
	277	0	09	90
	279	0	00	40
	276	0	06	75
	Cart track	0	02	25

[No. O—12016/30/87-ONG-D4]

कां. आ. 1129—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन सरकार को पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना कां. आ. सं. 3045 तारीख 14-8-86 द्वारा केन्द्रीय सरकार ने इस अधिसूचना से संलग्न अनुसूची में विनिश्चित भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिश्चित भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिश्चित उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के तहत ही तारीख का निर्दिष्ट होगा।

अनुसूची

एन. के. एक. बाई से एन. के. ई. एफ. से एन. के. इ. अर्द्ध तक पाइपलाइन बिछाने के लिये।

राज्य : गुजरात	जिला व तालुका—मेहसाणा			
गाँव	ब्लॉक नं.	हेक्टेयर	और	सेन्टीयर
मेमदपुरा	366/पी	0	02	67
	367	0	05	85
	352	0	00	60
	350	0	10	14
	349	0	06	06
	348	0	06	72
	347	0	07	68
	346	0	08	34

[सं. प्रो. 12016/133/860/गो. एनजी-डी 4]

S.O. 1129.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 3045 dated 14-8-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And further whereas the Central Government has, after Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from NKFY to NKEF to NKEZ.

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-taro	Are	Centiare
Memadpura	366/P	0	03	67
	367	0	05	85
	352	0	00	60
	350	0	10	14
	349	0	06	06
	348	0	06	72
	347	0	07	68
	346	0	08	34

[No. O—12016/133/86-ONG-D-4]

का. आ. 1130:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं.

3719 तारीख 16-10-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सधम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट देती है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निश्चित होगा।

अनुसूची

देखें से, पावेज तक पाइपलाइन बिछाने के लिए।

राज्य—गुजरात	जिला एवं तालुका—धरुच			
गाँव	सर्वे नं.	हेक्टेयर	और	सेन्टीयर्स
1	2	2	4	5
टंकारिया	694	0	07	00
	695	0	03	00
	696	0	18	00
	727	0	02	00
	726	0	11	00
	724	0	08	00
	723	0	12	00
	722	0	03	00
	721	0	05	00
	720	0	06	00
	717	0	04	00
	718	0	14	00
	713	0	32	00
	715	0	03	00
	714	0	17	00
	649	0	12	00
	651	0	20	00
	652	0	05	00
	653	0	27	00
	..	0	04	00
	958	0	10	00
	757	0	10	00
	755	0	16	00
	756	0	05	00
	754	0	28	00
	753	0	08	00

1	2	3	4	5
	588	0	08	00
	581	0	18	00
	582	0	07	00
	579	0	15	00
	कार्टट्रेक	0	02	80
	643	0	04	00
	639	0	28	00
	650	0	12	00
	463	0	10	00
	464	0	34	00
	465	0	11	00
	475	0	08	00
	474	0	19	00
	471	0	14	00
	—	0	02	00

[सं. ओ.-12016/165/86-ओ एन जो-डी-4]

S.O. 1130.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 3719 dated 16-10-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from DAHEJ to PALEJ Line
State : Gujarat District & Taluka : Bharuch

Village	Survey No.	Haec-tare	Are	Cen-tiare
1	2	3	4	5
Tankariya	694	0	07	00
	695	0	03	00
	696	0	18	00
	727	0	02	00
	726	0	11	00
	724	0	05	00
	723	0	12	00
	722	0	03	00
	721	0	05	00
	720	0	06	00
	717	0	04	00
	718	0	14	0 0

1	2	3	4	5
	713	0	32	00
	715	0	03	00
	714	0	17	00
	649	6	12	00
	651	0	20	00
	652	0	05	00
	653	0	27	00
	..	0	04	00
	958	0	10	00
	757	0	10	00
	755	0	16	00
	756	0	05	00
	754	0	26	00
	753	0	08	00
	588	0	08	00
	581	0	18	00
	582	0	07	00
	579	0	15	00
	Cart track	0	02	80
	643	0	04	00
	639	0	28	00
	650	0	12	00
	463	0	10	00
	464	0	34	00
	465	0	11	00
	475	0	08	00
	474	0	19	00
	471	0	14	00
	..	0	02	00

[No. O—12016/165/86-ONG-D-4]

का. घा. 1131.—यत. पेट्रोलियम और नैजिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. घा. सं. 4208 तारीख 9-12-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप-लाइनों को बिछाने के लिए अर्जित करने का अर्जन, आशय घोषित कर दिया था।

और यत: सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं में मुख्य रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दाहेज से पालेज तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	ज़िला : भरुच	तालुका : वाग्रा			
गांव	ब्लॉक नं.	हेक्टेयर	आरे	सेन्टीयर	
कोलीयाद	187	0	10	00	
	183/ए	0	50	00	
	183/बी	0	11	00	
	163	0	07	00	
	160	0	12	00	
	159	0	11	00	
	161	0	12	00	
	158/ए	0	36	00	
	158/बी	0	24	00	
	155	0	13	00	

[सं. ओ.-12016/207/86-ओ. एन. जी.-बी.-4]

S.O. 1131.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4208 dated 9-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And, further, in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from DAHEJ to PALEJ Line

State : Gujarat District : Bharuch Taluka : Wagra

Village	Block No.	Hec-tare	Are	Centiare
Kollyad	187	0	10	00
	183/A	0	50	00
	183/B	0	11	00
	163	0	07	00
	160	0	12	00
	159	0	11	00
	161	0	12	00
	158/A	0	36	00
	158/B	0	24	00
	155	0	13	00

का. धा. 1132:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का धर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. धा. सं. 4265 तारीख 15-12-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइप-लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तब और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

दाहेज से पालेज तक पाइपलाइन बिछाने के लिए

राज्य — गुजरात	ज़िला : भरुच	तालुका — वाग्रा			
गांव	ब्लॉक नं.	हेक्टेयर	आरे	सेन्टीयर	
1	2	3	4	5	
ममनो	164	0	22	00	
	167	0	00	10	
	168	0	24	00	
	176	0	21	00	
	177	0	10	00	
	179	0	17	00	
	183	0	16	00	
	182	0	04	00	
	184	0	04	00	
	185	0	14	00	
	186	0	10	00	
	187	0	04	00	
	223	0	12	00	
	225	0	15	00	
	224	0	26	00	
	271	0	24	00	
	272	0	15	00	
	358	0	26	00	
	268	0	71	00	
	266	0	02	00	
	300	0	20	00	
	299	0	02	00	
	कांटे डेक	0	02	00	
	319	0	31	00	

[No. O-12016/207/86-ONG-D-4]

1	2	3	4	5	1	2	3	4	5
	320	0	00	12		300	0	20	00
	318	0	06	00		299	0	02	00
	321	0	36	00		Cart-track	0	02	00
	316	0	03	00		319	0	31	00
	323	0	01	00		320	0	00	12
	322	0	15	00		318	0	06	00
	326	0	34	00		321	0	36	00
						316	0	03	00
						323	0	01	00
						322	0	45	00
						326	0	34	00

[सं. प्रो-12016/219/86-प्रो. एन. जी. -डी.-4]

S.O. 1132.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4265 dated 15-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall insted of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from DAHEJ to PALEJ

State : Gujarat District : Bharuch Taluka : Amod

Village	Survey No.	Hec-tare	Are	Centiare
1	2	3	4	5
Samani	164	0	22	00
	167	0	00	10
	166	0	24	00
	176	0	21	00
	177	0	10	00
	179	0	17	00
	183	0	16	00
	182	0	04	00
	184	0	04	00
	185	0	14	00
	186	0	10	00
	187	0	04	00
	223	0	12	00
	225	0	15	00
	224	0	26	00
	271	0	24	00
	272	0	15	00
	258	0	26	00
	268	0	71	00
	266	0	02	00

[No. O-12016/219/36-ONG-D-4]

प्रो. प्रो. 1132:—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्वये भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रो. सं. 4265 तारीख 15-12-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आराध घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अन्वये सरकार को रिपोर्ट दे दी है।

और अतः, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करके के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अथ, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और अतः उप धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निश्चय देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने को बाधाय न हो और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, धारणा के प्रयोजन की इस तारीख को निहित होगा।

अनुसूची

वृक्ष से पालेज तक पाइपलाइन बिछाने के लिए

राज्य—गुजरात	जिला—भरुच	तालुका—वांगरा		
गांव	सर्वे नं.	हेक्टर	घार	सेन्टीगैस
1	2	3	4	5
बम्सी—खैराली	232	0	45	00
	235	0	05	00
	236	0	04	00
	231	0	01	00
	237	0	10	00
	239	0	07	00
	241	0	09	00
	246	0	14	00
	254	0	04	00
	252	0	05	00
	251	0	03	00

1	2	3	4	5	1	2	3	4	5
	250	0	08	00		239	0	07	00
	264	0	12	00		241	0	09	00
	265	0	09	00		246	0	14	00
	272	0	37	00		254	0	04	00
	263	0	11	00		252	0	05	00
	273	0	01	00		251	0	05	00
	301	0	23	00		250	0	06	00
	300	0	22	00		264	0	12	00
	299	0	02	00		265	0	09	00
	298	0	25	00		272	0	37	00
	295	0	09	00		263	0	11	00
	327	0	16	00		273	0	01	00
	330	0	14	00		301	0	23	00
	329	0	07	00		300	0	22	00
	332	0	30	00		299	0	02	00
	333	0	11	00		298	0	25	00
	336/बी	0	06	00		295	0	09	00
	335/ए	0	16	00		327	0	16	00
	335/बी	0	19	00		330	0	14	00
						329	0	07	00
						332	0	30	00
						333	0	11	00
						336/B	0	06	00
						335/A	0	16	00
						335/B	0	19	00

[स. O-12016/221/86-ओ एन जी डी-4]

S.O. 1133.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 4260 dated 15-12-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting of Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from DAHFJ to PALEJ Line

State : Gujarat District : Bharuch Taluka : Vapara

Village	Survey No.	Hec-tare	Acre	Cent-tiare
1	2	3	4	5
Vasti Khandali	232	0	45	00
	235	0	05	00
	236	0	04	00
	231	0	01	00
	237	0	10	00

[No. O-12016/221/86-ONG-D-4]

का. प्रा. 1134.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) का धारा 3 के उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रा. सं. 2996 तारीख 11-8-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जन करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जन करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार विदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने का बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में उपयोग के प्रयोग का इस तारीख को निश्चित होता है।

अनुसूची

के.—389 से जी. जी. एस. 6 तक पाइपलाइन बिछाने के लिए
राज्य—गुजरात जिला—मेहसाणा तालुका—कडी

गाँव	सर्वे नं.	हेक्टर	आर	सेन्टीमैट्स
जुलासण	452	0	29	53
	449	9	05	10
	448	0	03	00
	449	0	12	00
	445	0	19	05
	435	0	10	80
	436	0	03	00

[सं. O-12016/118/86/जी-एनजी-डी-4]

पी. के. राजगोपालन डस्क अधिकारी

S.O. 1134.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. 2996 dated 11-8-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification, for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline ;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipe line from K-389 to GGS VI.

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Centiare
Julasan	452	0	29	53
	449	0	05	10
	448	0	03	00
	449	0	12	00
	445	0	19	05
	435	0	10	80
	436	0	03	00

[No. O—12016/118/86-ONG-D-4]

P. K. RAJAGOPALAN, Desk Officer

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 13 अप्रैल, 1987

का. प्रा. 1135:—केन्द्रीय सरकार, कोयला खान भविष्य निधि योजना के पैरा 4 के तहत पठित कोयला खान भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1948 (1948 का 46) की धारा 3क की उपधारा (1)

द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत के राष्ट्रपति तारीख 25 अगस्त 1984 में प्रकाशित भारत सरकार, ऊर्जा मंत्रालय, कोयला विभाग के का. प्रा. सं. 2723 तारीख 8 अगस्त, 1984 की अधिकांत करते हुए तारीख 13 अप्रैल, 1987 में एक स्थायीबोर्ड गठित करती है जिसमें निम्नलिखित व्यक्ति होंगे, धर्मांतः—

1. सचिव, भारत सरकार,
कोयला विभाग, नई दिल्ली।

अध्यक्ष

2. कोयला खान भविष्य निधि
प्रायुक्त, धनबाद।
सदस्य :

पदेन सदस्य

3. संयुक्त सचिव, भारत सरकार,
(कोयला खान भविष्य निधि
का कार्य देखने वाले),
कोयला विभाग, नई दिल्ली।
4. निदेशक/उप सचिव,
(कोयला खान भविष्य निधि
का कार्य देखने वाले),
कोयला विभाग, नई दिल्ली।
5. केन्द्रीय भविष्य निधि प्रायुक्त,
नई दिल्ली।

भारत सरकार के प्रतिनिधि

6. अम प्रायुक्त, बिहार सरकार, पटना।
7. संयुक्त सचिव, अम विभाग,
पश्चिम बंगाल, सरकार, कलकत्ता।
8. अम प्रायुक्त, मध्य प्रदेश सरकार,
इन्दौर।
9. अम प्रायुक्त, आंध्र प्रदेश सरकार,
हैदराबाद।
10. अम प्रायुक्त, महाराष्ट्र सरकार,
लिबर्टी सिनेमा बिल्डिंग,
नागपुर।
11. सचिव, अम और रोजगार विभाग,
उड़ीसा सरकार, भुवनेश्वर।

राज्य सरकारों के प्रतिनिधि

12. श्री ए. बी. बहुमा,
निदेशक (कार्मिक और औद्योगिक संबंध)
कोल इंडिया लिमिटेड
10-नेताजी सुभाष रोड,
कलकत्ता।
13. श्री यू. के. चौधे,
निदेशक (कार्मिक),
सेंट्रल कोल्फील्ड्स लिमिटेड
रांची।
14. श्री जे. शरण,
निदेशक (कार्मिक),
ईस्टर्न कोल्फील्ड्स लिमिटेड
संकतोड़िया।
15. श्री आर. ए. पी. सिंह,
निदेशक (कार्मिक),
भारत कोकिंग कोल लिमिटेड
धनबाद।

नियोजकों के प्रतिनिधि

16. श्री जी. आर. भंडारी,
निदेशक (कार्मिक),
वेस्टर्न कोल्फील्ड्स लिमिटेड,
नागपुर।
17. श्री डी. एन. मोहनमूर्ति,
निदेशक (कार्मिक),
सिंगरेनी कोलियरीज कंपनी लि.,
कोठाग्राम, जिला चम्पारण,
आंध्र प्रदेश।

नियोजकों के प्रतिनिधि

- | | | | |
|---|--------------------------|---|--|
| <p>18. श्री गोकुलानंद सिंह,
कोषाध्यक्ष,
भारतीय राष्ट्रीय खान कर्मकार फेडरेशन,
राजेन्द्र पथ, धनबाद ।</p> <p>19. श्री पी. के. प्रधान,
उपाध्यक्ष
भारतीय राष्ट्रीय खान कर्मकार फेडरेशन
मार्फत तालचर कोलियरी मजदूर संघ,
डाकघर साउथ बलुन्डा,
जिला धनकनाल, उड़ीसा ।</p> <p>20. श्री मोहम ज़ा,
सचिव, संयुक्त खदान मजदूर संघ,
डाकघर उमरेर कोलियरी,
जिला नागपुर ।</p> | कर्मचारियों के प्रतिनिधि | <p>6. Commissioner of Labour, Govern-
ment of Bihar, Patna.</p> <p>7. Joint Secretary, Labour Depart-
ment, Government of West Bengal,
Calcutta.</p> <p>8. Commissioner of Labour, Govern-
ment of Madhya Pradesh, Indore.</p> <p>9. Commissioner of Labour, Govern-
ment of Andhra Pradesh, Hyderabad.</p> <p>10. Commissioner of Labour, Govern-
ment of Maharashtra, Liberty
Cinema Building Nagpur.</p> <p>11. Secretary, Labour & Employment
Department, Government of
Orissa Bhubneshwar</p> | Representative of
State Governments |
| <p>21. श्री शिव बरन सिंह परमार,
अध्यक्ष, भारतीय कोयला खदान
मजदूर संघ मेन रोड, चांदामाटा,
जिला छिंदवाडा-480447</p> <p>22. श्री एम. एल. डुगर,
मुख्य महा प्रबंधक,
ईस्टर्न कोल्फील्ड्स लि.,
सीतारामपुर एरिया, बोरचक हाउस,
डाकघर सीतारामपुर,
जिला बर्हमान (पश्चिम बंगाल)</p> <p>23. श्री आई. बी. पांडे,
अध्यक्ष, कोल माइन्स आफिसर्स
ऐसोसिएशन आफ इंडिया,
मार्फत कोल इंडिया लि.,
10-नेताजी सुभाष रोड,
कलकत्ता-700001</p> | कर्मचारियों के प्रतिनिधि | <p>12. Shri A.V. Brahma,
Director (Personal & Industrial
Relation), Coal India Limited,
10-Netaji Subhas Road,
Calcutta.</p> <p>13. Shri U.K. Choubey,
Director (Personnel),
Central Coalfields Limited,
Ranchi</p> <p>14. Shri J. Sharan,
Director (Personnel),
Eastern Coalfields Limited,
Sanctoria.</p> <p>15. Shri R.A.P. Singh,
Director (Personnel),
Bharat Coking Coal Limited
Dhanbad.</p> <p>16. Shri G.R. Bhandari,
Director (Personnel),
Western Coalfields Limited,
Nagpur.</p> <p>17. Shri D.N. Mohanmurti,
Director (Personnel),
Singarani Collieries Company
Limited, Kothagudem Khamam
District, Andhra Pradesh.</p> | Employers'
Representatives. |

[सं. वी-20012/1/86-प्रज्ञा.-I (भ. नि.)]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 13th April, 1987.

S.O. 1135.—In exercise of the powers conferred by sub-section (1) of section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948) read with paragraph 4 of the Coal Mines Provident Fund Scheme, and in supersession of the notification of the Government of India, Ministry of Energy, Department of Coal No. S.O. 2723 dated the 8th August, 1984 published in the Gazette of India dated 25th August, 1984, the Central Government hereby constitutes with effect from the 13 April, 1987, a Board of Trustees consisting of the following persons, namely:—

1. Secretary to the Government of India
Department of Coal, New Delhi Chairman
2. Coal Mines Provident Fund
Commissioner Dhanbad — Ex-Officio Member

MEMBER

3. Joint Secretary to the Government of India (Looking after Coal Mines Provident Fund work), Department of Coal, New Delhi
4. Director/Deputy Secretary, (Looking after Coal Mines Provident Fund work), Department of Coal, New Delhi
5. Central Provident Fund Commissioner New Delhi.

Representatives of
the Government
of India.

18. Shri Gkulanand Singh,
Treasure India National Mines
Worker Federation, Rajinder Path,
Dhanbad.
19. Shri P.K. Pradhan,
Vice President, Indian National
Mine Workers' Federation,
C/o Talchar Colliery Mazdoor Sangh,
P.O. South Balanda District,
Dhenkanal, Orissa.
20. Shri Mohan Jha,
Secretary Samyukta Khadam
Mazdoor Sangh,
P.O. Umrer Colliery, District Nagpur.
21. Shri Shiv Baram Singh Parmar,
President Bhartiya Koyla Khadan
Mazdoor Sangh, Main Road,
Chandamata, District Chhindwara
480 447.
22. Shri M.L. Dugar
Chief General Manager,
Eastern Coalfields Limited,
Sitarampur Area, Borachak House,
P.O. Sitarampur District Burdwan
(West Bengal).
23. Shri I.B. Pandey,
President Coal Mines Officers'
Association of India,
C/o Coal India Limited,
10-Netaji Subhas Road
Calcutta-700001.

Employees'
Representatives.Employees'
Representatives.

[No. V. 20012/1/86-Adm. I (PF)]

नई दिल्ली, 16 अप्रैल, 1987

का. आ. 1126.—केन्द्रीय सरकार को यह प्रतीत होता है कि अपने उपायधन अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उन क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी 1(ई)/III/जे आर./370-1186 का निरीक्षण वेस्टर्न कोलफील्ड्स लि. (राजस्व विभाग) कोल एस्टेट, सिविल लाइन्स, नागपुर 440 001 के कार्यालय में, या कलक्टर यवतमाल (महाराष्ट्र) के कार्यालय में या कलक्टर चन्द्रपुर (महाराष्ट्र) के कार्यालय में अथवा कोयला निरीक्षक, 1, काउंसिल हाउस स्ट्रीट, फ्लकता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमियों में हिन्दू धर्म के व्यक्ति उक्त अधिनियम की धारा 13 की धारा (7) में निर्दिष्ट सभी तकियों, चारों और अन्य दस्तावेजों को, इस अधिसूचना के राजस्व में प्रकाश की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोलफील्ड्स लि, कोल एस्टेट, सिविल लाइन्स, नागपुर-440 001 को भेजें।

अनुसूची

बानी कोलफील्ड

जिला यवतमाल और चन्द्रपुर जुनाड ब्लाक (महाराष्ट्र)

क्र. सं.	ग्राम का नाम	पट्टारी प्राय सकिल सं.	तहसील	जिला	क्षेत्र हैक्टरों में	टिप-गियां	
1	2	3	4	5	6	7	8
1.	अहेरी .	32	12	बानी	यवतमाल	23.53	भाग
2.	बोरगांव	33	247	बानी	यवतमाल	211.08	भाग

1	2	3	4	5	6	7	8
3.	पिपनांव	33	218	बानी	येवतमाल	105.70	भाग
4.	जुनाड	33	122	बानी	येवतमाल	199.44	भाग
5.	उकणी	34	21	बानी	येवतमाल	34.40	भाग
6.	तेलवागा	28	249	भद्रावती	चन्द्रपुर	7.89	भाग
7.	पिपरी	29	311	भद्रावती	चन्द्रपुर	51.20	भाग
						कुल क्षेत्र	633.15 हैक्टर (लाभ), या 1563.88 एकड़ (लाभ)

सीमा वर्णन:

क-ख] रेखा, बिन्दु "क" से शुरू होकर उत्तरी, पश्चिमी, जुनाड, बोरगांव और अहेरी के बीच से जाती है और बिन्दु "ख" पर निवृत्ति होती है।

ख-ग रेखा बगीचा घाटी के दक्षिणी और पश्चिमी किनारे के साथ-साथ ग्राम अहेरी और बोरगांव के बीच से जाती है और बिन्दु "ग" पर निवृत्ति होती है।

ग-घ रेखा, बगीचा नदी के पूर्वी किनारे के साथ-साथ जाती है फिर जुनाड ग्राम से होकर बढ़ती हुई बगीचा नदी को पार करती हुई और गांव तेवनावा और पारो के बीच से जाती है और बिन्दु "ग" पर मिलती है।

घ-क रेखा पिपरी ग्राम के बीच से होकर बगीचा नदी को पार करती हुई ग्राम उकणी के बीच से बढ़ती है और आरंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/20/86-सी.ए.]

New Delhi, the 16th April, 1987

S. O. 1136—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No C-1(E)/III/JJR/370-1186, of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001, or at the Office of the Collector, Yavatmal (Maharashtra), or at the Office of the Collector, Chandrapur (Maharashtra), or at the Office of the Coal Controller, 1 Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 within ninety days from the date of publication of this notification.

THE SCHEDULE
JUNAD BLOCK
WANI COALFIELD
DISTRICT-YEVATMAL AND CHANDRAPUR (MAHARASHTRA)

Serial number	Name of village	Patwari circle number	Village number	Tahsil	District	Area in hectares	Remarks
1	Aheri	32	12	Wani	Yevatmal	23.53	Part
2	Borgaon	33	247	Wani	Yevatmal	211.08	Part
3	Pimpalgaon	33	218	Wani	Yevatmal	105.70	Part
4	Junad	33	122	Wani	Yevatmal	199.44	Part
5	Ukani	34	21	Wani	Yevatmal	34.40	Part
6	Telwasa	28	249	Bhadrawati	Chandrapur	7.80	Part
7	Pipri	29	311	Bhadrawati	Chandrapur	51.20	Part

TOTAL AREA -----

633.15 hectares
(approximately), or
1563.88 acres
(approximately)

BOUNDARY DESCRIPTION

- A-B Line starts from point 'A' and passes through Villages Ukani, Pimpalgaon, Junad, Borgaon and Aheri and meets at point 'B'.
- B-C Line passes through villages Aheri and Borgaon along the southern and western bank of Wardha River and meets at point 'B'.
- C-D Line passes along the eastern bank of Wardha River, then proceeds through villages Junad, crosses Wardha River, and proceeds through village Telwasa and Pipri and meet at point 'D'.
- D-A Line passes through village Pipri, crosses Wardha River, proceeds through village Ukani and meets at starting point 'A'.

[No- 43015/20/86-CA]

शुद्धि-पत्र

का. आ. 1137.—भारत के राजपत्र दिनांक 4 अक्टूबर, 1986 के भाग II, खंड 3, उप खंड (ii) में पृष्ठ क्रमांक 4009 से 4010 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का. आ. सं. 3446 दिनांक 16 सितंबर, 86 में:

पृष्ठ 4009 पर:—

अनुसूची "क" के शीर्षक में ("सभी अधिकार" राजस्व भूमि) के स्थान पर "सभी अधिकार (राजस्व भूमि)" पढ़े।

पृष्ठ 4010 पर:—

(i) अनुसूची "क" के स्थान पर "का" पढ़े।

(ii) ग्राम सिन्हाला से अर्जित किए गए प्लॉट सं. के चौथी पंक्ति में "92 (भाग) और नाला भाग" के स्थान पर "92 (भाग), 93 (भाग) और नाला भाग" पढ़े।

(iii) सीमा वर्णन के छ-छ-व-छ-ज-रेखा के तीसरी पंक्ति में सिन्हाला ग्राम में प्लॉट सं. "75" के स्थान पर "85" पढ़े।

[सं. 13015/2/86-सी.ए.]

CORRIGENDUM

S.O. 1137.—In the notification of the Government of India, in the Ministry of Energy (Department of Coal) No. S.O. 3446 dated the 16th September, 1986 published at pages 4010 of the Gazette of India, Part-II Section-3 Sub-section (ii) dated the 4th October, 1986,—

at page 4010, in line 5, for "957" read "1957"
at page 4011,

(i) in line 13, for "(20 of 1975)" read "(20 of 1957)"

(ii) under the heading "Plot numbers acquired in village Sinhala for "93" read "93 (Part)".

(iii) in the Boundary description, in line K.L. for "76" read "86"

[No. 43015/2/86-CA]

का.आ. 1138 -- केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उप धारा (I) के अन्तर्गत भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 5161 तारीख 24 अक्टूबर 1985 द्वारा, जो भारत के राजपत्र भाग 2 खंड 3 उपखंड (ii) तारीख 9 नवंबर, 1985 में प्रकाशित का गई थी, उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में 982.82 एकड़ (लगभग) या 397.73 हेक्टेयर (लगभग) माप की भूमि में खनिजों के खनन, खुदाई, वेधन, खोदने और खोजने तथा उन्हें प्राप्त करने, निकालने और ले जाने के अधिकार के अर्जन करने के अपने आग्रह की सूचना दी थी।

और सक्षम प्राधिकार ने उक्त अधिनियम की धारा 8 के अंतर्गत में, केन्द्रीय सरकार को अर्जनी रिपोर्ट दी थी है,

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् तथा उड़ीसा सरकार से परामर्श करने के पश्चात् यह गमनाया हो गया है कि, इसने संलग्न अनुसूची में वर्णित 397.73 हेक्टेयर (लगभग) या 982.82 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खुदाई, वेधन, खोदने और खोजने तथा उन्हें प्राप्त करने, निकालने और ले जाने के अधिकार का अर्जन कर लिया जाना चाहिए;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 8 की उपधारा (I) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि इसने संलग्न अनुसूची में वर्णित 397.73 हेक्टेयर (लगभग) या 982.82 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खुदाई, वेधन, खोदने और खोजने तथा उन्हें प्राप्त करने और ले जाने के अधिकार के लिए अर्जन किया गया है।

2. इस अधिसूचना के प्रवर्तन और बांटे क्षेत्र के रेखांकन, सी-1 (अ) III/डी डी आर 331-386, तारीख 10 मार्च, 1986 का निरीक्षण कलक्टर संवतपुर (उड़ीसा) या कोयला निर्यात, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता या साउथ ईस्टर्न कोयलीन्ड्स लिमिटेड (राजस्व अनुभाग), गोपत मार्ग, बिलासपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

अनुसूची

प्रोपर्टी खास सं. 4 का उत्तरी पश्चिमी ब्लॉक घाई की घाटी क्षेत्र
जिला सम्बलपुर (उड़ीसा)

खनन अधिकार:

क्र. प्राम का नाम सं.	तहसील	जिला	क्षेत्र एकड़ में	टिप्पणियां
1. जुनानीमुण्डा	भारमुगुडा	सम्बलपुर	109.87	भाग
2. अमादरहा	भारमुगुडा	सम्बलपुर	466.66	भाग
3. बघाचका	भारमुगुडा	सम्बलपुर	37.66	भाग
4. जमींदारी वन	भारमुगुडा	सम्बलपुर	368.83	भाग
कुल योग			982.82 एकड़ (लगभग)	या
			397.73 हेक्टर (लगभग)	

जुनानीमुण्डा ग्राम में अर्जित किए जाने वाले प्लॉट सं० :

1 से 8, 9(भाग), 10 से 17, 18 (भाग), 30 (भाग), 106, 107, 108, (भाग), 109 से 113, 115 से 119, 145, 151, 154, 157 (भाग), 162 (भाग), और 174.

अमादरहा ग्राम में अर्जित किए जाने वाले प्लॉट सं० :

1 से 97, 98 (भाग), 99 से 252, 253 (भाग), 254 से 279, 280(भाग), 281 से 286, 287 (भाग), 239 से 302, 303 (भाग), 304 (भाग), 305 (भाग), 306, 308 (भाग), 320 (भाग), 321(भाग), 322 से 334, 335 (भाग), 336 (भाग), 337(भाग), 338 (भाग), 343 (भाग), 344 (भाग), 351(भाग), 352, 353, 354 (भाग), 355 से 360, 361 (भाग), 362, 363, 373 (भाग), 374 (भाग), 384 (भाग), 233/999, 50/400, 88/401, 60/403, 244/404, 282/405, 289/406, 269/407, 92/408, 244/409, 270/410, 188/411, 186/412, 177/413, 128/414, 238/415, 236/416, 238/417, 238/418, 240/419, 199/420, 265/421, 263/424(भाग), 129/425, 126/426, 24/427, 195/428, 23/429, 82/430, 23/431, 105/432, 24/433, 201/434, 48/435, 56/436, 70/437, 98/438 (भाग), 98/439, 70/440, 70/441, 76/442, 76/443, 230/444, 130/445, 76/446, 300/447, 355/448, 191/449, 191/450, 43/451, 220/452 और 56/454.

बघाचका ग्राम में अर्जित किए जाने वाले प्लॉट सं० :
546 (भाग)

जमींदारी वन :

वृक्ष कटाई श्रृंखला (फेजिंग सीरोज) सं. 22 से 25, 26(भाग), 7 (भाग), 28 (भाग), 29 (भाग) और 31 से 35.

सीमा वर्णन :-

क—ख—रेखा, जुनानीमुण्डा ग्राम के प्लॉट सं. 108, 162, 9, 157, 18 और 30 से, और बघाचका ग्राम के प्लॉट सं. 546 से होकर जाती है और फिर जमींदारी वन पर्वत श्रृंखला संख्यांक 29 से होकर जाती है और उसी श्रृंखला के बिन्दु “ख” पर मिलती है।

ख—ग—रेखा, जमींदारी वन पर्वत श्रृंखला संख्यांक 29, 28, 27 और 26 से होकर जाती है और पर्वत श्रृंखला संख्यांक 26 की उत्तरी सीमा पर, बिन्दु “ग” पर मिलती है।

ग—घ—रेखा, छलकुथी ग्राम और जमींदारी वन की सम्मिलित सीमा के साथ-साथ जाती है और छलकुथी, बावजोन और जमींदारी वन ग्रामों के त्रिकोणात्मक मिलन स्तम्भ पर, बिन्दु “घ” पर मिलती है।

घ—ङ—रेखा, बादजोन ग्राम और जमींदारी वन की सम्मिलित सीमा के साथ-साथ जाती है और उसी सीमा पर, बिन्दु “ङ” पर मिलती है।

ङ—च—रेखा, पर्वत श्रृंखला संख्यांक 35 और 36 की सम्मिलित सीमा के साथ-साथ जमींदारी वन से होकर और पर्वत श्रृंखला संख्यांक 35 और 34 की दक्षिणी सीमा के साथ-साथ फिर पर्वत श्रृंखला संख्यांक 21 और 22 की सम्मिलित सीमा के साथ-साथ जाती है और अमादरहा ग्राम की उत्तरी सीमा पर, बिन्दु “च” पर मिलती है।

च—छ—रेखा, अमादरहा ग्राम और जमींदारी वन की सम्मिलित सीमा के साथ-साथ जाती है और अमादरहा छुआलिवरना और जमींदारी वन ग्रामों के त्रिकोणात्मक मिलन स्तम्भ पर, बिन्दु “छ” पर मिलती है।

छ—ज—रेखा, अमादरहा ग्राम के प्लॉट सं. 374, 381, 373, 361, 424, और 354 से होकर जाती है और बिन्दु “ज” पर मिलती है।

ज—झ—रेखा, अमादरहा ग्राम के प्लॉट सं. 351, 253, 260, 308, 305, 304, 303, 287, 320, 321, 335, 336, 337, 338, 98, 438, 343 और 344 से होकर जाती है और अमादरहा और गंडघोरा ग्रामों की सीमा के साथ-साथ भ्रमि जाती है और अमादरहा, जुनानी मुण्डा और गंडघोरा (बजराजनगर, गहर यूनिट सं. 3) ग्राम के त्रिकोणात्मक मिलन स्तम्भ पर, बिन्दु “झ” पर मिलती है।

झ—क—रेखा जुनानीमुण्डा ग्राम की दक्षिणी सीमा के साथ-साथ, फिर प्लॉट सं. 108 से जाती है और आरंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/8/86-सी०ए०]

S.O. 1138.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 5161 dated the 24th October, 1985 under sub-section (1) of the section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part-II, Section 3, sub-section (ii) of the Gazette of India dated the 9th November, 1985, the Central Government gave notice of its intention to acquire the rights to mine, quarry, bore, dig and search for win, work and carry away the minerals in the lands measuring 982.82 acres (approximately), or 397.73 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Orissa, is satisfied that the rights to mine, quarry, bore, dig, and search for win, work and carry away minerals in the

lands measuring 397.73 hectares (approximately) or 982.82 acres (approximately) described in the Schedule appended hereto, should be acquired.

Now therefore in exercise of the powers conferred by sub-section(1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for win, work and carry away mineral in the lands measuring 397.73 hectares (approximately) or 982.82 acres (approximately) described in the Schedule appended hereto; are hereby acquired.

2. The plan bearing No. C-1(E)/III/DDR 331-386 dated the 10th March, 1986 of the area covered by this notification may be inspected in the Office of the Collector, Sambalpur (Orissa) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur 495001 (Madhya Pradesh).

SCHEDULE
NORTH WEST BLOCK OF ORIENT MINE NO. 4
IB VALLEY AREA
DISTRICT SAMBALPUR (ORISSA)

MINING RIGHTS

Serial number	Name of village	Tahsil	District	Area in acres	Remarks
1.	Junanimunda	Jharsuguda	Sambalpur	109.87	Part.
2.	Amadarha	Jharsuguda	Sambalpur	466.66	Part.
3.	Baghrachaka	Jharsuguda.	Sambalpur	37.66	Part.
4.	Zamindari Forest.	Jharsuguda.	Sambalpur	368.63	Part.
GRAND TOTAL				982.82 acres (approximately) or 397.73 hectares (approximately)	

Plot numbers acquired in village Junanimunda :

1 to 8, 9 (Part), 10 to 17, 18 (Part), 30 (Part), 106, 107, 108 (Part), 109 to 113, 115 to 119, 145, 151, 157 (Part), 162 (Part), and 174, 154.

Plot numbers acquired in village Amadarha :

1 to 97, 98 (part), 99 to 252, 253 (part), 254 to 279, 280 (part), 282 to 286, 287 (part), 289 to 302, 303 (part), 304 (part), 305 (part), 306, 308 (part), 320 (part), 321 (part), 322 to 334, 335 (part), 336 (part), 337 (part), 338 (part), 343 (part), 344 (part), 351 (part), 352, 353, 354 (part), 355 to 360, 361 (part), 362, 363, 373 (part), 374 (part), 384 (part), 233/399, 52/400, 88/401, 60/403, 244/404, 282/405, 289/406, 269/407, 92/408, 244/409, 270/410, 188/411, 186/412, 177/413, 128/414, 238/415, 236/416, 233/417, 233/418, 249/419, 199/420, 255/421, 353/424, (part), 129/425, 125/426, 24/427, 195/428, 23/429, 82/430, 23/431, 105/432, 24/433, 201/434, 48/435, 56/436, 70/437, 98/438 (part), 98/439, 70/440, 70/441, 76/442, 76/443, 130/444, 130/445, 76/446, 300/447, 355/448, 191/449.

Plot number acquired in village Baghrachaka :

546 (Part).

Zamindari Forest :

Felling series number 22 to 25, 26 (part), 27 (part), 28 (part), 29 (part) and 31 to 35.

BOUNDARY	DESCRIPTION
A—B	Line passes through village Junanimunda in plot numbers 108, 162, 9, 157, 18 to 30 and through village Baghrachaka in plot numbers 546, then proceeds through Zamindari forest in felling series number 29 and meets in the same series at point 'B'.
B—C	Line passes through Zamindari forest in felling series number 29, 28, 27 and 26, and meets on the northern boundary of felling series number 26 at point 'C'.
C—D	Line passes along the common boundary of village Chhelkuthi and Zamindari forest and meets at Tri-junction Pillar of villages Chhelkuthi, Bad Job and Zamindari forest at Point 'D'.
D—E	Line passes along the common boundary of village Bad Job and Zamindari forest and meets on the same boundary at point 'E'.
E—F	Line passes through Zamindari forest along the common boundary of felling series number 35 and 36, and proceeds along southern boundary of felling series number 35 and 34, then along the common boundary of felling series number 21 and 22, and meets on northern boundary of village Amadarha at point 'F'.
F—G	Line passes along the common boundary of village Amadarha and Zamindari forest and meets at Tri-junction pillar of villages Amadarha, Chhualiberna and Zamindari forest at point 'G'.

- G—H Line passes through village Amadarha in plot numbers 374, 384, 373, 361, 424 and 354 and meets at point 'H'.
- H—I Line passes through village Amadarha in plot numbers 351, 253, 280, 308, 305, 201, 203, 287, 370, 371, 235, 336, 337, 338, 98, 438, 343 and 344, then proceeds along village boundary of villages Amadarha and Gandghora and meets on the Tri-junction pillar of villages Amadarha, Junanimunda and Gandghora (Brajrajnagar unit No. 3) at point 'I'.
- I—A Line passes along the southern boundary of village Junanimunda, then proceeds in plot number 108 and meets at the starting point 'A'.

[No. 43015/8/86-CA]

का. आ 1139:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायय प्रत्यूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है ;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने प्राणय की सूचना देती है ;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1 (ई) III/जे आर./375-1286, तारीख 4 दिसम्बर, 1986 का निरीक्षण बैस्टन, कोलफील्ड्स लिमिटेड (राजस्व विभाग) कोल एस्टेट, मिडिल लाइन्स नागपुर-440001 के कार्यालय या कलक्टर, चन्द्रपुर (महाराष्ट्र) में अधिका कोयला नियंत्रक, 1 काउन्सिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवन् सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, बैस्टन कोलफील्ड्स लिमिटेड कोल एस्टेट, मिडिल लाइन्स, नागपुर-440001 को परिदत्त करेंगे।

अनुसूची

भट्टाजी ब्लॉक

चन्द्रपुर कोयला क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

क्रम	ग्राम का नाम	पट्टाजी तहसील जिला क्षेत्र	हैक्टरों में	टिप्पणियाँ
सं०		सकिल		संख्या
1.	पैली भट्टाजी	12 चन्द्रपुर चन्द्रपुर	1419.79	भाग
2.	चांदला मुरला (खैरगांव)	11 चन्द्रपुर चन्द्रपुर	273.65	भाग

3. तिरवांजा जाक	34 भट्टाजी चन्द्रपुर	690.12	सम्पूर्ण
4. तिरवांजा मोकामा	34 भट्टाजी चन्द्रपुर	288.87	सम्पूर्ण
5. अवांधा रे	34 भट्टाजी चन्द्रपुर	689.20	भाग
6. बरोडा रेंज (बन)	चन्द्रपुर भट्टाजी चन्द्रपुर	808.16	भाग
कुल क्षेत्र	4170.09 हैक्टर (लगभग)		
या	10304.70 एकड़ (लगभग)		

सीमा वर्णन:—

क—ख.—रेखा बिन्दु "क" से आरम्भ होती है और ग्राम पैली भट्टाजी से होकर ऐराई नदी के पश्चिमी किनारे के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।

ख—ग.—रेखा चांदला मुरला ग्राम से होकर ऐराई नदी के उत्तरी किनारे के साथ-साथ जाती है, फिर चांदला मुरला और बिछोड़ ग्राम की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।

ग—घ.—रेखा तिरवांजा जाक और नागपुर ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है, अवांधा रे ग्राम और नागपुर की सम्मिलित सीमा के साथ-साथ जाती है फिर अवांधा रे ग्राम से होकर जाती है और बिन्दु "घ" पर मिलती है।

घ—ङ.—रेखा अवांधा रे ग्राम की पश्चिमी सीमा के साथ-साथ जाती है फिर कवावला ग्राम और बन (बरोडा रेंज) की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।

ङ—च.—रेखा बरोडा रेंज से होकर कुं सं. XIV, IV, VIII, II, I और XV की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।

च—छ.—रेखा पैली भट्टाजी ग्राम से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/1/87 सी०ए०]

S.O. 1139.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No.C-1(E) III/JR/375-1286 dated the 4th December, 1986 of the area covered by this notification can be inspected at the office of the Western Coalfields limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 or at the Office of the Collector, Chandrapur (Maharashtra) or at the Office of the Coal Controller, 1, Council House, Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001, within ninety days from the date of publication of this notification.

**THE SCHEDULE
BHATADI-BLOCK
CHANDRAPUR COALFIELDS
DISTRICT-CHANDRAPUR (MAHARASHTRA)**

Serial No.	Name of Village	Patwari Circle Number	Tahsil	District	Area in Hectares	Remarks
1.	Paili Bhatali	12	Chandrapur	Chandrapur	1419.79	Part
2.	Chandla Surla (Khaurgaon)	11	Chandrapur	Chandrapur	273.65	Part
3.	Tirwanja Chak	34	Bhadrawati	Chandrapur	620.42	Full
4.	Tirwanja Mokasa	34	Bhadrawati	Chandrapur	288.87	Full
5.	Awandha Ray	34	Bhadrawati	Chandrapur	689.20	Part
6.	Warora Range (Forest)	Chandrapur Division	Bhadrawati	Chandrapur	808.16	Part.

Total area-4170.09 hectares (approximately), or
10304.70 acres (approximately)

BOUNDARY DESCRIPTION

- A-B Line starts from point 'A' and passes through village Paili Bhatali along the western bank of the Erai River and meets at point 'B'.
- B-C Line passes through village Chandla Surla along the northern bank of the Erai River, then proceeds along the common boundary of villages Chandla Surla and Vichoda and meets at point 'C'.
- C-D Line passes along the common boundary of villages Tirwanja Chak and Nagpur, proceeds along the common boundary of villages Awandha Ray and Nagpur, then through village Awandha Ray and meets at point 'D'.
- D-F Line passes along the western boundary of village Awandha Ray then passes along the common boundary of villages Kachvala and forest (Warora Range) and meets at point 'F'.
- E-F Line passes through Warora forest Range along the common boundary of coup Nos. XIX, IV, VIII, III, & XV and meets at point 'F'.
- F-A Line passes through village Paili Bhatali and meets at the starting point 'A'.

[No. 43015/1/87-CA]

का.भा. 1110.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसमें उपाबद्ध अधिसूचना में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है,

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का खोज करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1 (ई)/III/जे.आर./369/1086 तारीख 30 अक्टूबर, 1986 का वेस्टर्न कोलफील्ड्स लि., राजस्व विभाग, कोल एस्टेट, मिडिल लाइन्स, नागपुर-440001 के कार्यालय में या कलक्टर, चन्द्रपुर (महाराष्ट्र) के कार्यालय में अधिकाधिक कोयला निर्यातक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 15 की उपधारा (7) में निर्दिष्ट सभी तथ्यों, बातों और अन्य दस्तावेजों की, इस अधिसूचना के प्रकाशन की तारीख में तत्पक्ष दिनों के भीतर राजस्व अधिकारी वेस्टर्न कोलफील्ड्स लि., कोल एस्टेट, मिडिल लाइन्स, नागपुर-440001 को पेश करने।

अधिसूचना

लोहारा आगारकारी ब्लाक

चन्द्रपुर कोयलीन्ड्स लि.

जिला चन्द्रपुर (महाराष्ट्र)

क्रम सं.	ग्राम का नाम	पटवारी सं.	ग्राम संख्या	तहसील और जिला	हेक्टर में क्षेत्र	टिप्पणियां
1	2	3	4	5	6	7
1.	आडोतांव	12		चन्द्रपुर	227.32	संपूर्ण
2.	आगारजारी	12		चन्द्रपुर	135.55	संपूर्ण
3.	पैली भटाली	12		चन्द्रपुर	1157.00	भाग
4.	किटाटो	12		चन्द्रपुर	338.11	भाग
5.	पद्मापुर	12		चन्द्रपुर	172.24	भाग
6.	सुहागावशिठ	12		चन्द्रपुर	105.00	संपूर्ण
7.	सुहागावा बुधुत	12		चन्द्रपुर	103.58	संपूर्ण
8.	मिहावा	12		चन्द्रपुर	374.62	भाग

1	2	3	4	5	6	7	1	2	3	4	5	6	7
9	बायवस	12		चन्द्रपुर	862.36	संपूर्ण	28	मोहाराखी रेंज	चन्द्रपुर विधीजन चन्द्रपुर		9058.40	भाग	
10.	चोंगावि	12		चन्द्रपुर	1214.68	संपूर्ण	29.	चन्दारेंज	चन्द्रपुर विधीजन चन्द्रपुर		12188.50	भाग	
11.	खंडाला रिठ	12		चन्द्रपुर	1201.00	संपूर्ण	30.	मूल रेंज	चन्द्रपुर विधीजन चन्द्रपुर		4663.58		
12.	मामला मोकामा	13		चन्द्रपुर	282.28	संपूर्ण	कुल क्षेत्र : 36930.73 हेक्टर						
13.	निम्बाला	13		चन्द्रपुर	316.17	संपूर्ण	(लगभग)---या						
14.	चक निम्बाला	13		चन्द्रपुर	769.52	संपूर्ण	91259.52 एकड़ (लगभग)						
15.	वाईगांव मोकामा	13		चन्द्रपुर	102.65	संपूर्ण	सीमा वर्णन :						
16.	चक वाईगांव						क-ख रेखा, "क" बिन्दु से प्रारंभ होती है और रेवाडा ग्राम की दक्षिणी						
सं. 1	13			चन्द्रपुर	201.14	संपूर्ण	सीमा, मड़क के साथ-साथ मोहाराखी रेंज से होकर जाती है फिर						
17.	चक वाईगांव						मड़क के साथ-साथ बढ़ती है और बिन्दु "ख" पर मिलती है।						
सं. 2	13			चन्द्रपुर	107.28	संपूर्ण	ख-ग रेखा, अन्धारी तटी के पश्चिमी तट के साथ-साथ जाती है और						
18.	चक बोरटा	13		चन्द्रपुर	935.67	संपूर्ण	बिन्दु "ग" पर मिलती है।						
19.	बोरटा हत्यापवार	13		चन्द्रपुर	144.96	संपूर्ण	ग-घ रेखा, मूल रेंज से होकर जाता है और बिन्दु "घ" पर मिलती है।						
20.	बालनी	13		चन्द्रपुर	376.28	संपूर्ण	घ-ङ रेखा, दक्षिण-पूर्वी रेल की उत्तरी सीमा के साथ-साथ मूल और						
21.	चकबालनी	13		चन्द्रपुर	61.78	संपूर्ण	चन्दा रेंज से होकर जाती है और बिन्दु "ङ" पर मिलती है।						
22.	चिकपल्ली	15		चन्द्रपुर	754.40	संपूर्ण	ङ-च रेखा, चन्दा रेंज से होकर जाती है और बिन्दु "च" पर मिलती है।						
23.	चिकपल्ली उर्फ						च-छ रेखा, ग्राम मिहला, पद्मापुर और किटाडी से होकर जाती है और						
चक अजयपुर	15			चन्द्रपुर	816.96	संपूर्ण	बिन्दु "छ" पर मिलती है।						
24.	नेमना	15		चन्द्रपुर	26.99	संपूर्ण	छ-क रेखा, ग्राम किटाडी, पैनीभटाडी से होकर जाती है, फिर बरोडा						
25.	जम्भारोला	15		चन्द्रपुर	72.48	संपूर्ण	और मोहाराखी रेंज की संयुक्त सीमा के साथ-साथ बढ़ती है और						
26.	घंटा-चौकी	13		चन्द्रपुर	18.67	संपूर्ण	प्रारंभिक बिन्दु "क" पर मिलती है।						
27.	मोहारा	13		चन्द्रपुर	133.53	संपूर्ण	[फा. सं. 43015/21/86-सी.ए.]						
समय सिंह, जवर सचिव													

S.O. 1140.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing No. C-1(E)/III/JR/369/1086 dated the 30th October, 1986 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 or at the office of the Collector, Chandrapur (Maharashtra) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate Civil Lines, Nagpur-440001, within ninety days from the date of publication of this notification.

SCHEDULE

LOHARA-AGARZARI BLOCK CHANDRAPUR COALFIELDS

DISTRICT-CHANDRAPUR (MAHARASHTRA)

Sl. No.	Name of Village	Patwari Circle Number	Village Number	Tahsil and District	Area in Hectares	Remarks
1.	Adegaon	12		Chandrapur	227.32	Full
2.	Agarzari	12		Chandrapur	135.55	Full
3.	Paili Bhatali	12		Chandrapur	1157.00	Part
4.	Kitadi	12		Chandrapur	338.11	Part
5.	Padmapur	12		Chandrapur	172.24	Part
6.	Mhasala Rith	12		Chandrapur	105.00	Full
7.	Mhasala Tukum	12		Chandrapur	108.58	Full
8.	Sinhala	12		Chandrapur	374.62	Part

1	2	3	4	5	6	7
9.	Warwat	12		Chandrapur	862.36	Full
10.	Chorgaon	12		Chandrapur	1214.68	Full
11.	Khandala Rith	12		Chandrapur	1201.00	Full
12.	Manila Mokasa	13		Chandrapur	282.28	Full
13.	Nimbala	13		Chandrapur	316.17	Full
14.	Chak Nimbala	13		Chandrapur	769.52	Full
15.	Waigaon Mokasa	13		Chandrapur	102.65	Full
16.	Chak Waigaon No. 1	13		Chandrapur	201.14	Full
17.	Chak Waigaon No. 2	13		Chandrapur	167.28	Full
18.	Chak Borda	13		Chandrapur	935.67	Full
19.	Borda Indapawar	13		Chandrapur	144.96	Full
20.	Walni	13		Chandrapur	376.28	Full
21.	Chakwalni	13		Chandrapur	64.78	Full
22.	Chichpalli	15		Chandrapur	754.40	Full
23.	Chichichpalli alias Chak Ajaypur	15		Chandrapur	816.96	Full
24.	Temta	15		Chandrapur	26.99	Full
25.	Jambharala	15		Chandrapur	72.48	Full
26.	Ghanta Chowki	13		Chandrapur	18.67	Full
27.	Lohara	13		Chandrapur	133.53	Full
28.	Moharli Range	Chandrapur Division		Chandrapur	9058.40	Part
29.	Chanda Range	Chandrapur Division		Chandrapur	12188.53	Part
30.	Mul Range	Chandrapur Division		Chandrapur	4663.58	

TOTAL AREA

3 6930.73 Hectares

(Approximately)—Or

91259.52 Acres

(approximately).

BOUNDARY DESCRIPTION

- A-B Line starts from point 'A' and passes through Moharli Range along the road, southern boundary of village Dewada, then again proceeds along the road and meets at point 'B'
- B-C Line passes along the western bank of River Andhari and meets at point 'C'.
- C-D Line passes through Mul Range and meets at point 'D'.
- D-E Line passes through Mul and Chanda Range along the northern boundary of South Eastern Railway and meets at point 'E'.
- E-F Line passes through Chanda Range and meets at point 'F'.
- F-G Line passes through villages Sinhala, Padmapur and Kitadi and meets at point 'G'.
- G-A Line passes through villages Kitadi, Paili-Bhatadi, then proceeds along the common boundary of Warora and Moharli Range and meets at starting point 'A'.

[No. 43015/21/86-CA]

SAMAY SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 15 अप्रैल, 1987

का.पा 1141 :—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा परीक्षा और लेखा विभाग में सेवारत व्यक्तियों के संबंध में भारत के निपत्रक मण्डललेखा परीक्षक, से परामर्श करने के पश्चात् केन्द्रीय सेवा (चिकित्सा परिचर्या) नियम, 1944 में और संशोधन करने के लिये निम्नलिखित नियम बनाने हैं, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम केन्द्रीय सेवा (चिकित्सा परिचर्या) संशोधन नियम, 1987 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।
104 GI/87 --4

2. केन्द्रीय सेवा (चिकित्सा परिचर्या) नियम, 1944 में नियम 5 के उप नियम (1) में :—

- (1) आरंभिक पैरा में "राज्य के मुख्य प्रशासनिक चिकित्सा अधिकारी के अनुमोदन से (जो तब तक पूर्व ही अधिप्राप्त किया जायेगा जब तक विलंब के कारण रोगी के स्वास्थ्य को खतरा न हो)" शब्दों का लोप किया जायेगा।
- (2) खण्ड (ख) में परन्तुक का लोप किया जायेगा।

[सं. एम. 14025/67/84-एम.एस.]

जी.जी.के. नरवर, प्रवर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

New Delhi, the 15th March, 1987

S.O. 1141.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the

Constitution and after consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Services (Medical Attendance) Rules, 1944 namely :—

1. (1) These rules may be called the Central Services (Medical Attendance) Amendment Rules, 1987.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the Central Services (Medical Attendance) Rules, 1944, in sub-rule (1) of rule 5,—
 - (i) in the opening paragraph, the words “with the approval of the Chief Administrative Medical Officer of the State (which shall be obtained beforehand unless the delay involved entails danger to the health of the patient)” shall be omitted;
 - (ii) in clause (b), the proviso shall be omitted.

[No. S-14025/67/84-MS]

G. G. K. NAIR, Under Secy.

संचार मंत्रालय

(दूर संचार विभाग)

नई दिल्ली 23 अप्रैल, 1987

का. आ. 1142.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने कान्कटोली टेलीफोन केन्द्र, राजस्थान सर्किल, में दिनांक 8-5-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/87-पी एच बी]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 23rd April, 1987

S.O. 1142.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 8-5-1987 as the date on which the Measured Rate System will be introduced in Kankrotoli Telephone Exchange, Udaipur Telecom. Region, Rajasthan.

[No. 5-6/87-PHB]

का. आ. 1143.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग ने नेल्लिकुप्पम, मेलपट्टाम्बकम तथा कोजिपक्कम टेलीफोन केन्द्रों, तमिलनाडु सर्किल, में दिनांक 8-5-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-1/87-पी एच बी]

S.O. 1143.—In pursuance of para (a) of Section II of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 08-5-1987 as the date on which the measured Rate System will be introduced in Nellikuppam, Melpattambakkam and Kozhipakkam Telephone Exchanges, Tamil Nadu Telecom. Circle.

[No. 5-1/87-PHB]

का. आ. 1144.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग

ने कान्कटोली, कालवाट कारिय तथा कुलपेकटम टेलीफोन केन्द्रों, तमिलनाडु में दिनांक 8-5-1987 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-3/87-पी एच बी]

पी. आर. कारा, महाधक महानिदेशक (पी.एच.बी.)

S.O. 1144.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 08-5-1987 as the date on which the Measured Rate System will be introduced in Nattarasankottai, Kalayarkoil and Kulasekaram Telephone Exchanges, Madurai Telecom. Region, Tamil Nadu.

[No. 5-3/87-PHB]

P. R. KARRA, Asstt. Director General (PHB)

श्रम मंत्रालय

नई दिल्ली 25 मार्च, 1987

का. आ. 1142.—औद्योगिक विवाद अधिनियम 1917 (1917 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधन में सम्पन्न नियोजकों और उनके कर्मचारियों के बीच मतभेद में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 25th March, 1987

S.O. 1145.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I. D. No. 132/81

In the matter of dispute between :

Shri Banarsi Lal through The General Secretary, State Bank of India Staff Association, 58/2124/2, Hari Singh Nalwa Street, Karol Bagh, New Delhi 110005.

Versus

State Bank of India through The Chief General Manager, 11, Parliament Street, New Delhi-110001.

APPEARANCES :

Shri P. P. Trikha—for the workman.

Shri V. K. Gupta—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-12012/299/80 D.II(A) dated 21st August, 1981 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of State Bank of India, New Delhi, in not promoting Shri Banarsi Lal, Sweeper, as Head Sweeper is justified? If not, to what relief is the workman concerned entitled?”

2. There is not much dispute about the facts. It is an admitted fact that the claimant workman Banarsi Lal joined the service of the Bank as a sweeper on 7-1-61 and he was confirmed on 7-7-61 and that Shri Dalbir Singh joined the service of the Bank as a Sweeper on 28-5-1962, was confirmed on 25-11-61 and he was promoted to the post of

Head Sweeper in the year 1974. The case of the workman is that the promotion of Shri Dalbir who was junior to him is illegal, unjustified and mala fide, arbitrary and in colourable exercise of power, and hence he has prayed that this action of the Management may be declared as illegal and unjustified and to grant him all consequential benefits and to restore his seniority in the matter of appointment as Head Sweeper over Shri Dalbir. The contention of the Management is that there had been frequent complaints about the work and conduct of Shri Banarsi Lal workman and his work and conduct was not upto the mark and secondly the workman and Dalbir Singh belong to different categories as the workman was appointed as a domestic servant at the residence of the then Secretary and Treasurer of the bank and the question of the workman being senior to Dalbir Singh does not arise. The workman is excluded from the provision of the Shastry and Desai Award and, therefore, the principle of seniority does not apply in his case. It was further asserted that the Bank's action in not promoting the workman is not unjustified, illegal and or mala fide in any manner.

3. First of all it may be examined as to whether the workman was appointed as a domestic servant as contended by the Bank. The Management has failed to produce the letter of appointment of the workman. Rather MWI Shri Jagdish Kumar has stated that there is no letter of appointment of Banarsi Lal present in the record but letter of appointment was issued. It has however not been explained by him as to on what basis he has stated that letter of appointment was issued. The absence of any such letter of appointment in the record of the bank, prima facie, goes to show that no such letter of appointment was issued. We have to, therefore, perforce to fall back upon the collateral evidence in this regard. The workman has placed on record his own service sheet Ex. W-1 and the service sheet of Dalbir Ex. W-2 which have been admitted to be correct by the Management. In these documents, both Banarsi Lal and Dalbir have been designated as Sweepers and nowhere Banarsi Lal has been designated as a domestic servant. No doubt in the service sheet of Banarsi Lal Ex. W-1 it has been mentioned that he is posted as Sweeper at Secretary and Treasurer, residence whereas in the service sheet of Dalbir it has been mentioned as Office Manager's Department, yet posting is altogether different from the designation of the post. Thus a person appointed as a Sweeper may be posted at any branch of the bank in the same station or at the residences of the senior officers entitled to the service of a sweeper or at the guest house of the Bank. But the incumbent will continue to be a Sweeper in all those places. Moreover, MWI Shri Jagjit Kumar when asked in cross-examination could not cite any rule which categorises any employee as domestic servant, and he could not refute the suggestion that there was no such rule in existence. This witness further admitted that Banarsi Lal and Dalbir Singh are drawing their salary from the same office i.e. Local Head Office. It, therefore, stands admitted that both Banarsi Lal and Dalbir Singh are employees of the Bank. It has further been stated by MWI Jagjit Kumar that the workman is getting the same facility in respect of leave, and leave travel concession as in the case of Dalbir Singh and that the nature of duties of sweeper whether they work at bank or at the residence are the same. Although the Management has failed to substantiate its contention that Banarsi Lal was appointed initially as a domestic servant, yet even if this contention of the Management is assumed to be correct, there does not appear to be any reason for not having a common seniority for all the different categories of Sweepers posted at one station. Rather, it appears to be desirable to have a common seniority of the sweepers posted at one station so that the opportunity for promotion is available to all of them and their seniority is duly respected and it will be in the interest of industrial peace. Therefore, the stand of the Management that the sweepers posted at residences belong to different category and are not eligible for promotion to the post of Head Sweeper is quite unreasonable and arbitrary because there is no justification that a Sweeper posted at residence should be denied any opportunity of promotion although he may be senior and a sweeper posted in the office of the bank although junior may get promotion.

4. It has been stated by the Management that the provisions of the Desai Award are not applicable to domestic servants and reliance has been placed on para 16.10 of the Desai Award. While it is correct that the Desai Award is not applicable to domestic servants, it may be observed that the bank has failed to prove that the workman was appointed as a domestic servant. Even if it is assumed that the workman was appointed as a domestic servant and the Desai Award is not applicable to him, yet the principles of natural justice are applicable to him, according to which other things being equal the seniority of a person must be respected in relation to promotion, etc.

5. Again while relying on para 529 of the Shastry Award, it has been stated by the Management that promotion is a Management function and that length of service cannot be the sole criterion for promotion. For facility of reference para 529 of the Shastry Award is reproduced below :

"We do not think that any hard and fast rule can be laid down in connection with promotions. We are definitely opposed to the suggestion that employees' unions should be consulted in connection with promotions. It cannot be supported on principle. We do not think that such consultation is likely to be helpful either. While there is no doubt that seniority in service should be one of the most important factors to be taken into account for the purpose, we are unable to agree that mere length of service alone irrespective of efficiency, educational qualifications, character and nature of responsibility required in connection with the vacancies to be filled in should be the sole or even the main criterion for promotion. Promotion is certainly not a matter which could be made automatic and a great deal of discretion by its very nature must rest with the management in this connection. It is not only difficult but very undesirable to lay down any one single principle for the exercise of this discretion, in our opinion there must be cases of employees in the banking industry as elsewhere in which efficiency of some employee does not necessarily improve with mere length of service. Nor do all employees in all cases show capacity for work involving higher responsibilities. The apprehension of the employees underlying the demand for length of service to be the sole governing factor for promotion may be due to apprehensions of nepotism and victimization of employees who take active interest in the trade union movement. No substantial proof in support of this apprehension has been laid before us, and such cases, if any, can only be dealt with in other ways or as provided by law. We however direct that even when direct recruitment to particular posts is decided on, deserving men already in service who come up to the required educational qualifications should also be enabled to compete for such recruitment by a reasonable relaxation of the rules relating to age and other restrictions, if any. We further direct that in the case of employees who are not found fit for promotion the decision should be borne out by service records of the employees, and that when a person senior in service is superseded it should be for good and cogent reasons. We recommend that such an employee should have the right to appeal to the General Manager or the Managing Director who should consider the appeal with an open mind and revise the decision if necessary, and that such appeal should not be treated as an act of indiscipline on the part of the employee by the officers under whom he may be working."

It is, therefore, abundantly clear from the above provisions of the Shastry Award that seniority in service is one of the most important factors to be taken into account for the purposes of promotion, though it may not be the sole criterion. Further, if a senior person is superseded and not found fit for promotion, the decision in this regard should be for good and cogent reasons. The Management has not borne out by service records of the employee and it should stated anywhere that at the time of promotion of Shri Dalbir Singh to the post of Head Sweeper the service record of

Shri Dalbir Singh was better off the service record of Banarsi Lal was worse, or that this was the criterion for promotion of Shri Dalbir. Further, the service sheets W-1 and W-2 show that the service record of both the employees was almost similar and there was nothing adverse against the workman at the time of the promotion. It has been stated by the Management in the written statement that there have been frequent complaints about the work and conduct of the workman in the past and his work and conduct has not been upto the mark and in support of this contention of the Management MW1 Shri Jagjit Kumar produced the complainants Ex. M-1 to M-5. However, it is seen that Ex. M-1 to M-5 pertain to the year 1985, whereas the promotion took place in the year 1974. Hence these complaints could not be the reason for the non-promotion of Shri Banarasi Lal and the stand taken by the Management in this regard is clearly proved to be false. In fact the contentions made by the Management in its written statement are contradictory. On the one hand it is contended that Banarasi Lal was appointed as a domestic servant and domestic servants are a category apart and are not entitled to be considered for promotion to the post of Head Sweeper and on the other hand it has been contended that the work and conduct of Banarasi Lal was not satisfactory as there were complaints against him. If the Management went by its contention that the workman was appointed as a domestic servant and he was not eligible for consideration for promotion to the post of Head Sweeper, it naturally follows that his work and conduct could not have been taken into consideration. Hence the Management has no legs to stand.

5. In support of its contention that the promotion is the Management function and that this Tribunal has no jurisdiction to give any direction for promotion and hence the relief claimed is bad in law and outside the purview or reference made in the matter, the Management has placed reliance on the authority *Hindustan Lever Ltd. Vs. The Workmen 1974(1) 111 94 SC of India* wherein it was held as under :

"Accordingly we are of the opinion that the Labour Court is manifestly wrong in its view that it was a case of fitment in Grade T4. In our view it is really a case of promotion, from Grade T3 to T4, and promotion is ordinarily a management function. In the absence of a finding of Malafides or victimisation for trade union activities or any unfair labour practice, Labour Court could not arrogate to itself the promotional function of the management and the direction to post P.P. Jude in Grade T4 should be set aside.

In the first instance, the facts of the above mentioned authority are quite different from the facts of the present case. Secondly, the jurisdiction of the Tribunal in promotional matters has not been ousted in absolute terms and as a clear, the Labour Court or Tribunal can step in to give relief if there was finding of malafide or victimisation for Trade Union activities or any unfair labour practice. However, the authority which is more appropriate in the present case is that of workmen of M/s. Williamson Magor and Co. Ltd. and M/s. Williamson Magor and Co. Ltd. and another 1982 (44) I.L.R 71 Supreme Court of India, wherein it was held that although promotion/upgradation is a managerial function, it must not be on the subjective satisfaction of the Management but must be on some objective criteria. In the Williamson Magor and Company case, some junior clerks had been promoted by superseding the claim of senior clerks of the same grade and this action of the Management was held by the Industrial to be arbitrary and unjustified but the Tribunal did not pass any consequential order and instead held that it cannot give any relief to the workman as there was no standard or norm for giving promotion. It was held by the Hon'ble Supreme Court as under :

"In other words, although the Tribunal categorically held that the actions of the management were unjustified it expressed its inability to give any relief to the workman in the case. We do not think that the Tribunal should be so powerless. The industrial tribunals are intended to adjudicate industrial disputes between the management and the workmen,

settle them and pass effective award in such a way that industrial peace between the employers and the employees may be maintained so that there can be more production to benefit all concerned. For the above purpose, the industrial tribunals, as far as practicable, should not be constrained by the formal rules of law and should avoid inability to arrive at an effective award to meet justice in a particular dispute. The Tribunal in the instant case, in view of its findings, first of all should have declared that the promotions of the aforesaid fifteen persons were illegal and unjustified, their promotions being the result of arbitrary action of the management which was nothing but unfair labour practice, and the promotions in question should have been cancelled. The Tribunal also, in our opinion, in consultation with the management and the union, should have framed norms/rules of promotions and directed the management to give promotions/upgradations in accordance with those norms/rules."

6. As in the above mentioned authority, so also in the present case the action of the Management, in superseding Banarasi Lal workman by promoting his junior Shri Dalbir Singh to the post of Head Sweeper without any cogent reasons must be held to be illegal and unjustified being the result of arbitrary action amounting to unfair labour practice.

7. The reference is, therefore, answered in favour of the workman and it is held that the action of the Management in not promoting the workman as Head Sweeper is not justified. Management is, therefore, directed that the seniority of Shri Banarasi Lal in relation to Shri Dalbir Singh must be restored by appointing Shri Banarasi Lal as Head Sweeper from the date Shri Dalbir Singh was promoted and placing Shri Banarasi Lal senior to Shri Dalbir Singh. The workman shall also be entitled to all the consequential benefits with retrospective effect. The workman is also allowed Rs. 500 as costs of these proceedings.

G. S. KALRA, Presiding Officer

Central Govt. Industrial Tribunal,
New Delhi

26th February, 1987.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action in their end.

26th February, 1987

[No. L-12012/299/80-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 20 अप्रैल, 1987

का.प्रा. 1146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन बैंक के प्रबंध-तंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अविश्वसनीयता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-87 को प्राप्त हुआ था।

New Delhi, the 20th April, 1987

S.O. 1146.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure in the industrial dispute between the employers in relation to the Indian Bank and their workmen, which was received by the Central Government on 8-4-87.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

Industrial Dispute Case No. 2 of 1986 (Central)

Dated Bhubaneswar, the 28th March, 1987

BETWEEN

The Regional Manager, Indian Bank (Regional Office),
Station Square, Bhubaneswar.

..First Party.

AND

The General Secretary, Indian Bank Employees' Union,
C/o Indian Bank, 32, Ashok Nagar, Bhubaneswar.
..Second Party.

APPEARANCES:

Sri K. A. Thangaveli, Deputy Chief Officer—For the
First Party.Sri Kulamani Nayak, General Secretary—For the Second
Party.

AWARD

1. This is a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 made by the Central Government for adjudication of a dispute vide order No. L-12011/143(85-D.II(A) dated 16th January, 1986. The schedule of reference is as follows:—

“Whether the action of the Management of Indian Bank, Regional Office, Bhubaneswar in withdrawing the special allowance post of Telex Operator from Shri N. K. Sahoo with effect from 30-11-1984 is justified? if not, to what relief the workman is entitled to?”

2. The case of the workman is that he was posted as Telex Operator, Regional Office, Bhubaneswar with effect from 18th July, 1984 which carried special allowance of Rs. 126 per mensem he being the senior most staff on the basis of Bhubaneswar City/Branch Seniority. It is the usual practice and rules that whenever any financial benefits arises it must go to the senior most employee considering his experience and service rendered to the institution. As such he was allowed the Telex Operator Allowance. The said allowance has been withdrawn by the Management forcibly from 30-11-84 which is illegal and unjustified. This withdrawal according to the workman is in violation of clause 5.9 of the First Bipartite Settlement. The withdrawal it is further submitted, is also in violation of the provision of section 9-A of the Industrial Disputes Act.

3. The case of the employer on the other hand is that of the order of reference is not maintainable since there is no industrial dispute. The order of withdrawal of the special allowance is both legal and justified. A telex machine it is submitted, was installed at the Regional Office at Bhubaneswar. Special Allowance is payable to the staff who operates the machine. The eligibility and the deployment of the staff to operate the machine is on the basis of seniority as per provisions of circular No. 49 of 1984. This circular provides that the special allowance is payable to the City/Branch Seniority as the case may be. So far as the practice prevailing throughout India, save and except at Delhi, the branch seniority is the criteria for allotment and deployment in respect of the concerned work in the telex machine. The circular was, however, interpreted wrongly as a result whereof the work of telex machine was wrongly allotted to Shri Sahoo. A representation was made by Sri R. N. Panigrahy which was considered and he was assigned the job. The seniority is based on the date of joining at a particular branch/office. There is rational behind following the branch seniority. The principle if not followed would lead to administrative bottleneck and functional difficulty. If the city seniority is adhered to a lot of consequential and related problems would crop up. The interpretation sought to be given to clause 5.9 of the Bipartite Settlement is totally misconceived. The terms of employment based on the practice of branch seniority do not entitle N. K. Sahoo to get the work of Telex Operator. Section 9-A of the Industrial Disputes Act has no application to the facts and circumstances of the case as there has been no alternation in the conditions of service.

4. The question for consideration is what principle is to be followed in the matter of allotment of posts carrying special allowance. It is contended on behalf of the Management that the usual practice has been that posts carrying special allowance are allotted to the members of the staff on the basis of their branch seniority. Paragraph 5.8 of the General Rules contained in the Bipartite Settlement provides that a workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested on him. Paragraph 5.9 provides that a workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. If, however, a recipient of a special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowance. It would thus appear that the rules do not provide as to whether an employee would be assigned job carrying special allowance on the basis of his service seniority or the branch seniority. It has been urged on behalf of the Management that in the absence of any such provision and in view of the prevailing practice the authorities of the Management have been assigning such duties carrying special allowance to the employees according to their branch seniority.

5. Both the parties have relied on different circulars and correspondences issued by the Management from time to time. The Management has filed a circular letter issued by the Deputy General Manager, P.L. on 16-6-1986 (vide Ext. D) in which the so-called practice of assigning special allowance carrying post of permanent nature in order of branch seniority has been discontinued and a decision has been taken to assign such special allowance to the post on the basis of metropolitan city/district seniority. The operation of the circular however has been stayed by the Madras High Court in their order dated 22-7-86. It was submitted on behalf of the workman when the matter was reheard that they do not rely on the circular No. 98/86 dated 16-6-1986. On the other hand they base their case mainly on the circular No. 49/84 dated 16-3-1984 (vide Ext. 9). Before dealing with this circular it would be useful to look to some of the previous circulars. In the earliest circular No. IRD/13/79 dated 2-5-79 (Ext. 4) after having stated the rules regarding the grant of special allowance the Industrial Relation Manager mentions that the branches are giving job rotation to clerical/substaff once in 6 months or a year. It is for their information that job rotation can be given for all the staff members including the post carrying special allowance except where special allowance is drawn by a workman as per his terms of employment like Stenographers, Head Clerks etc. In the circular No. IRD/14/79 dated 11-5-1979 (Ext. 3) it has been mentioned that certain categories of staff drawing Special allowance are not subjected to the job rotation. The prevailing practice may continue until further advice is issued. This would go to show that job rotation with regard to the posts carrying special allowance was not a matter of practice. The Circular No. IRI/15/79 dated 29th May, 1979 (Ext. 2) does not refer to the assignment of duties in respect of the posts carrying special allowance in any particular manner. Circular No. 160/81 dated 19-10-1981 having reiterated the rules relating to the grant of special allowance to the staff of the Management says that whenever a special allowance post in any Branch/Office become vacant in terms of the present practice the same should be filled up on the basis of city/branch seniority as the case may be. It is further stated that if special allowance posts are to be created afresh, branches/offices shall do so only after getting prior permission from CO/Personnel Department. The circular No. 14/84 dated 16-8-84 says that the authority of granting special allowance shall vest on the Zonal Managers. It is further stated that in the circular No. 160/81 dated 19-10-1981 it was clearly mentioned that whenever an already sanctioned special allowance post in any branch/office becomes vacant, the same should be filled up on the basis of city/branch seniority as the case may be. In case the senior most staff member is

unwilling to take up the special allowance attracting assignment, the branches/offices should without fail, obtain their unwillingness in writing before entrusting the special allowance job to the next person in seniority and send copy of the letter to the concerned Zonal Manager. In the last para of the circular it has been indicated that the Zonal Managers were sanctioning fresh posts carrying special allowance for the branches/offices keeping in mind the requirements of such posts. It appears from the letter of the General Manager, (P.P.D.) to the Zonal Manager, Calcutta (vide Ext. 8) that the Zonal Manager has sought clarification from the Central Office as to whether the posting of Telex Operator at the Regional Manager's office is to be made on the basis of city or branch seniority. The Personnel Department in its letter dated 11th June, 1985 advised the Zonal Manager to make posting on the basis of branch/office seniority. Accordingly, the work had been assigned to R. N. Panigrahy by virtue of his seniority at Regional Office and the entrustment of work to Sri N. K. Sahu was cancelled. In the second para of this letter the General Manager writes that the special allowance posts like the post of Telex Operator are entrusted to the employees on the basis of Branch/Office seniority in all parts of the country except in Delhi where a different procedure is adopted. It has been emphasised that whenever such posts were created the branch seniority was implicitly followed. In the absence of valid reason, the Zonal Manager says there was no necessity to deviate from the past practice. He therefore advised the Zonal Manager to reverse the decision and entrust the Telex Operator post to the seniormost eligible employee at the Regional Office. He desired that suitable instruction to the Regional Manager should be issued by the Central Office, Personnel Department (vide Ext. B). On receipt of this letter the Zonal Manager advised the Regional Manager, Bhubaneswar to entrust the duties of Telex Operator to R.N. Panigrahy.

6. In face of the above mentioned circulars and the correspondences the question that arises for consideration is whether the Management was justified in withdrawing the special allowance post of Telex Operator from Sri N. K. Sahu. Answer to this question depends on the interpretation of the rules and the circular No. 89/84 dated 16-3-84 (Ext. 9) Clause 5.6 of the bi-partite Settlement dated 19-10-86 provides that the special allowances prescribed are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. In order to be entitled to a special allowance such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. Special allowances are not intended to be paid for casual or occasional performance or discharge of such duties/functions. It would, however, be not necessary that a workman should continue to perform such duties or discharge such functions, whole time in order to be entitled to such allowance.

Clause 5.8 reads as follows :—

"A workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested on him."

Clause 5.9 provides that a workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such do such work or discharge such duties and consequently allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance will depend upon the terms of his employment. For instance, a workman who is employed permanently as a Head Clerk or Stenographer can not be deprived of his special allowance by asking him to work as ordinary clerk or making him not to work as a Head Clerk or stenographer. If, however, a recipient of a special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowances."

It is thus clear that the Bipartite Settlement do not specifically mention as to how the posts carrying special allowance should be allotted. In the absence of any such specific provision the Management seems to have relied on the so called practice of allotting these jobs to the officers according to their seniority in the branch/office. As indicated earlier the practice of rotating such job among staff was at the some point of time in vogue. The practice of allotting such job to the persons in order of branch/office seniority appears to have started on the basis of a circular dated 19-10-1981 (vide Ext. 1). In this circular it has also been indicated that if any new posts carrying special allowance is created prior permission of the Personnel Department has to be obtained. The circular No. 49 dated 16-3-84 advises that the sanctioned special allowance post in any branch/office should be filled up on the basis of city/branch seniority as the case may be. This circular gives a go-bye to the practice of allotting the posts carrying special allowance on the basis of branch/office seniority and has substituted the same by the city/branch seniority. This circular has also been replaced by the circular issued in the year 1986 the operation of which of course has been stayed by the Madras High Court. In this latest circular assignment of special allowance carrying posts has been made on the basis of Metropolitan/city/District seniority. Thus it appears that the officials of the Management have been changing the method of allotting special allowance carrying posts from time to time. This uncertainty in the matter of allotment of such posts to the members of the staff should not be countenanced. It is also not possible to hold that there has been any uniform practice in the matter of allotment of these posts. In the absence of any such uniform practice the only reasonable course would be to interpret the rules as they stand and find out as to what could be the intention of the parties in arriving at the settlement. Clause 5.6 quoted above makes it clear that the special allowances are made available to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility. It is also indicated in this clause that in order to be entitled to a special allowance such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. The intention of the clause 5.6 appears to be that facilities of getting special allowance should be made available to such members of the staff who have acquired greater skill and responsibility in the discharge of their duties in the particular cadre. An employee can be said to have acquired greater skill and responsibilities by the length of service he has put in a particular cadre. In other words the longer the period of service of an employee, the greater skill and responsibility he can be said to have possessed of. To put it in other words the service seniority in any cadre should be guiding factor in deciding the question whether a particular employee has acquired greater skill and responsibility. Since the offices of the Management are spread throughout the whole country it may not be expedient to consider the service seniority of all the employees in the country in the matter of granting special allowance in a particular cadre. The reasonable view would be that while considering the grant of special allowance the service seniority in particular areas should be taken into consideration. In the circular of the year 1984 it has been indicated that seniority in particular city or branch as the case may be should be considered. It is not disputed that N. K. Sahu was the seniormost employee so far as the area Bhubaneswar is concerned and the Regional Office, Bhubaneswar had rightly allowed him the benefits of special allowance on correct interpretation of the circular No. 49/84 dated 16-3-84. The interpretation put by the zonal office, Calcutta in my opinion is not correct and their advice to the Regional Office at Bhubaneswar to withdraw the facility of enjoying the post carrying special allowance by Sri N. K. Sahu was not correct. I would therefore hold that the withdrawal of special allowance of Telex Operator from Sri N. K. Sahoo with effect from 30-11-84 is not justified.

7. The workman would be deemed to be holding the post of Telex Operator which carries special allowance with effect from 30-11-84. He would however, be entitled to special allowance admissible to the post from the date of this Award.

8. Though contended, it has not been shown as to how this reference is not maintainable and that this Tribunal has no jurisdiction to decide the dispute between the parties.

9. An Award is accordingly passed.

Dated : 28-3-87.

[No. L-12012/43/85-D.II(A)]

R. N. PANDA, Presiding Officer,
Industrial Tribunal.

का. आ. 1147—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, देना बैंक के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवाद में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-87 को प्राप्त हुआ था।

S.O. 1147.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government on 8-4-87.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 11 of 1986

BETWEEN

The Workmen of Dena Bank, Tandur. (AP).

AND

The Management of Dena Bank, Tandur (A.P).

APPEARANCES :—

Sri D. S. R. Verma, Advocate for the Workmen.

Sarvashri B. K. Seshu and M. Narahari, Advocates,
for the Management.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/80/85-D. II(A) dated 6-2-1986 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employer in relation to the management of Dena Bank and their workmen to this Tribunal for adjudication :

“Whether the action of the management of Dena Bank in discharging Shri M. Chenniah, Cashier-cum-Clerk Dena ank, Tandur from service with effect from 15-7-1983 is justified? If not, to what relief the workman is entitled?”

This reference was registered as Industrial Dispute No. 11 of 1986 and notices were issued to the parties.

2. In the claims statement it is mentioned by the workman that he joined the Company from 21-11-1975 as Cashier-cum-Clerk and discharged his duties to the best satisfaction of the superiors. While so, he was issued a charge sheet cum suspension order dated 17-2-1982 alleging that he committed fraud and misconducted himself in bank transactions. During the enquiry conducted, four witnesses examined to prove the guilt of the workman. The workman also got examined 3 witnesses including himself. The enquiry officer came to the conclusion that the workman was guilty. Finally disciplinary authority passed the order of discharge after giving notice to impose punishment of dismissal. It is mentioned that the workman is a Joint Secretary of the Union affiliated to AIBEA and he was working as Member of the State Organisation fighting for the causes of the Union and its members. According to him he made several complaints against the Branch Manager who was examined in the disciplinary proceedings as M. W. 1 also, and that the Branch Manager out of vengeance fabricated the charges against him, and the

same found in the enquiry and it is a clear case of victimisation. He mentioned that the charges levelled against him are false and incorrect. According to him M. W. 1 himself made a statement before the Enquiry Officer that the workman made good of the shortage to the Andhra Bank in the presence of M. Ws. 1 and 2 but the charge specifically says that the shortage was made good without the knowledge of the Manager, Dena Bank. Even M.W4 the Manager of Andhra Bank categorically state that he received the shortage amount from the Manager, Dena Bank is M.W.1 which goes to show that the charges were levelled against workman capriciously to harass and victimise him. Therefore it is requested that the said order be set aside and he ordered reinstatement with full back wages and all other attendant benefits.

3. In the counter it is mentioned that the workman is put to strict proof to his claims statement averments. The Enquiry Officer came to the rightful conclusion of the guilt of the concerned workman after weighing the evidence let in by both the sides before him during the enquiry and correctly assessing the evidence. The allegation that the Branch Manager fabricated the charges against the workman to take vengeance is utterly baseless and false. The Management was not considering about the Trade Union activities of the workman and the fact that Branch Secretary A.I.B.E.A has nothing to do with the charges levelled against the workman. He committed grave charges and domestic enquiry was conducted observing the principles of natural justice where in he participated in the enquiry and cross examining the witnesses also. The punishment of discharge is awarded to the workman only after considering all aspects of the enquiry and the submissions made by the workman and his representatives. There is no victimisation on the part of the Management. The findings of the Enquiry Officer are perfectly justified on the basis of the evidence before him. Hence industrial dispute may be dismissed.

4. After service of notice on both parties Sri D. S. R. Verma offered to file vakalat for the workman and Sri B. K. Seshu and M. Narahari offered to file vakalat for the Management. The claims statement was filed on 12-3-1986 and Sri D. S. R. Verma filed vakalat on 8-7-1986 for the workman. The Management counsel filed vakalat on 31-3-1986 and Management filed their counsel in the office on 19-8-1986 after call work. The domestic enquiry file was received on 20-11-1986 from the Management and Sri D. S. R. Verma endorsed on the counter that the domestic enquiry is held proper and fairly and he is read for argument regarding the perversity and legality of sentence. Exs. M1 to M20 were marked by consent. Both sides counsels wanted to file written arguments. The workman Counsel Sri D. S. R. Varma filed a written argument on 3-1-1987 and Sri M. Narahari filed written argument finally on 5-2-1987 after getting the petition filed for reopening the matter in M. P. No. 38 of 1987. In other words both sides did not examine any witnesses and they relied upon the documents filed by the Management in the enquiry file which are marked as Exs. M1 to M20 to support their case.

5. In Workmen of Fire Stone Tyre & Rubber Co. Of India P. Ltd., v. The Management (AIR 1973 S. C. page 1227) while considering Section 11A in paras 32, 36, 37, 38 and 45 it was held that even where the dismissal of a workman by an employer on the ground of misconduct is proceeded by a proper and valid domestic enquiry Section 11A now empowers the Labour Court or Tribunals to appraise the evidence and examining the correctness finding there at Section 11-A further empowers it to interfere with the punishment and alter the same. The mere fact that no enquiry or alternative enquiry held by the employer does not himself illegal. The right of the employer to adduce evidence justifying his action for the first time in such case is not taken away by the proviso to Section 11A. The legal position as existing prior to coming into force of Section 11-A and changes affected thereby are explained so as to indicate that Section 11-A is prospective in its operation i.e. it applies it only dispute referred for adjudication on or after the date of coming into force i.e. 15-12-1971. In the instant case the dismissal is after commencement of Section 11-A. Even if it is prospectively considered Section 11-A empowers it to interfere with the

punishment and alter the same. The Management did not adduce any evidence to justify its action as workman conceded that the domestic enquiry was held fairly and properly.

6. According to the workman the charge sheet was issued against the workman on 17-2-1982 alleging that on 28-1-1982 one of the client of the Bank present a cheque for Rs. 5,000.00 for encashment and the said party collected cash from the workman in good faith to deposit the said amount and found that there was shortage of 10 pieces in 20 rupee bundle and immediately party reported to the Tandur Branch Manager and when complained he was asked to come to the Branch on the next day i.e. on 29-1-1982. The party directly approached the workman and replaced the 20 rupee bundle with another bundle without the knowledge of the Branch Manager. M.W1 is the Bank Manager. M.W2 is Accountant and M.W3 is one Basava Raju proprietor of M/s. Sheemana & Sons., M.W4 is the Manager of Andhra Bank. Of course Basava Raju, Proprietor of M/s. Bheemana & Sons spoke about shortage of 10 pieces of Rs. 20.00 note. The workman filed his explanation on 25-2-1982 stating that the allegations were not correct and the cash was checked by the concerned officers of the Branch on 28-1-1982 and on 29-1-1982 and was found correct and there was no complaint from any quarters in the past. The explanation is marked as Ex. M2. He mentioned that he had been discharging his duties to the entire satisfaction and honesty. The Workman also filed another explanation on 29-1-1982 which is marked as Ex. M4 after the enquiry proceedings were ordered saying that the allegations that M/s. Bheemana & Sons have come to the Bank on 29-1-1982 and exchanged the bundle given to them on 28-1-1982 and that he paid the cash to Andhra Bank for alleged shortage were incorrect. So he denied the very question of payment of cash to the said party stating that the same did not arise. But the Management found him guilty of the charge and he was discharged from service with effect from 15-7-1983. The same is marked as Ex. M10. Against that he went in appeal and the Assistant General Manager Personnel Appellate Authority confirmed the same. It is argued by the workman counsel that the complaint given by Basava Raju if it done on his own volition then M.W1 who is the Manager should have issued a Memo to the workman asking him the explanation and should have thoroughly examined the issue but nothing of the sort happened. For the first time the workman came to know about the complaint of M.W3 only through the order of charge sheet-cum-suspension dt. 17-2-1982 which is marked as Ex. M1 for the alleged incident on 28-1-1982. It is the case of the workman that he is Joint Secretary of the Tandur Branch and Working Committee of A. P. Unit of Dena Bank Employees Union which is registered and the workman was affectively fighting for the cause of the employees and tried to bring to the notice of the higher authorities about the irregularities committed by the Branch Manager M.W1.

7. It is admitted that on 28-1-1982 he worked as cashier at Tandur Branch and bearer cheque of Rs. 5,000.00 was present at the cashier Counter. According to him the cheque was issued by M/s. Ramalal & Sony and after having got processed by the concerned clerk, the cheque for Rs. 5,000.00 came to the counter of the workman and the duty of the workman counsel to issue cash as per the amount stated after receiving the token of the concerned. According to him the cashier is not concerned about the verifying authority and verasity of the cheque or identity of the bearer or identity bearer of the token. It is also mentioned that it is the common knowledge that the bearer cheque need not be bearer of the token also. So it is argued on behalf of the workman Sri D. S. R. Varma that it is no matter whether on behalf of M/s. Bheemana & Sons (Sri Basava Raju) received the cash or Sri Ramulu on behalf of M/s. Ramalal Soni who issued the cheque. According to him on perusal the cheque shows that there are two signatories on the reverse of the cheque, one is by Mr. Ramloo and another is that of Sri Basawaraj. In the deposition of workman it was categorically stated that the workman issued cash to Ramulu only and there was no cross examination on that issue by the Management. In such a situation it is pointed out how the cheque bears two signatures of Ramulu and Basawaraj and that it is the

matter to be explained by the Management. From this it is argued that the Management brought M.W3 into picture and obtained his signature to fabricate against the workman. On the other hand the Management contention that M.W3 is third party and independent witness not concerned with the Bank and M.W3 spoke about the shortage of 10 pieces of 20 rupee each bundle and his conduct on finding the shortage is that of normal person and he reported the matter on the very date and on the next day when M.W3 approached the workman he coolly replaced the bundle with another bundle. The Management explained that the arguments of the Workman that the amount was not paid to M.W3 but to one Ramulu and M.W3 signature on the reverse of the cheque was obtained to fabricate the evidence is far fetched and an after-thought and this is set up with a view to escape the consequences of the misconduct. So to see what is correct is the evidence of Basawaraj is to be considered. The complaint given by D. Basawaraj on 29-1-1982 at 5.00 p.m. which is marked as Ex. M13 which show the flood of light. It is his case that he presented a cheque on 28-1-1982 for Rs. 5,000.00 and after taking cash from the Bank he has gone to State Bank of India, Chincholi to deposit the amount where it has been brought to the notice that 10 pieces less in 20 rupees bundle given by the cashier by the Bank by Sri Chinniah and that he brought this shortage "to your notice" (i.e. to the Manager). The Manager advised him to come to the Bank on the next day i.e. on 29-1-1982 as Bank was already closed by that time and it is his case that on 29-1-1982 he came to the Bank and approached Chinniah Cashier directly and he replaced 20 rupee bundle given to him on the previous day and he left the Bank since the shortage was made good to him. It seems that as he complained to him he was bringing this fact to the notice of the Manager on 29-1-1982 at 5.00 p.m. It is absurd on the face of it, because when he gave a complaint to the Manager on 28-1-1982 at 3.30 p.m. or so about the shortage of 10 pieces of 20 rupee bundles he had no business to go to Chinniah and have under hand dealing on the very next day early morning and again complain at 5.00 p.m. on the evening of 29-1-1982, as if he was bringing this fact to the Manager's notice. When he complained to the Manager on 28-1-1982, the Manager should have issued a memo to Chinniah on the same day or next working day. This did not happen at all. It is also worth noting when the Manager asked him to come on the next day the said Basawaraj approached Chinniah directly on the next day and had bundle exchanged that cannot be explained in the normal course. Further the cheque which is marked as Ex.M18 though it is not clear and legible one thing is to see that it is given as a self-cheque and when it is given as a self-cheque for Ramalal Soni for Rs. 5,000.00 if D. Basawaraj present the reverse of the cheque. In other words for Ramalal Sony, and it is only a self cheque I do not find why D. Basawaraj should sign and if he signed while encashing it being present it is not explained why Ramulu should also sign on the reverse of the cheque. In other words for Ramalal Sony, D. Basawaraj who is operating the cheque should have issued to his servant Ramulu for encashment if not the signature of Ramulu on the reverse of the cheque Ex.M10 had no meaning. It shows that Ramulu was present when the cheque was encashed and he also signed it thereby showing it that he encashed it. So the statement of workman Chinniah that the payment was affected by him to one Ramulu the bearer of the instrument Ex.M18 after satisfying himself and that the said Ramulu after satisfying itself took the money and left the Bank seems to be more probable. The statement of M.W3 is relevant in this context. Sri Basawaraj is said to be proprietor of M/s. Bheemana and Sons and he did not know the credit facilities that he having with the Bank and he did not remember the date when he withdrew his cash from his account. But he mentioned that it was rupees five thousand. According to him he withdrew this amount of 1.30 p.m. to Bank of India, Chincholi at 1.00 p.m. and found the shortage. It is his case that he had no account in Bank of India, Chincholi and he wanted the deposit the said amount in one of his customers account. The distance between Chincholi and Tandur is 30 kilometers and it would take 30 minutes to go and come back and he could not say the business hours of Bank of India, Chincholi. It is his case that he came back to Tandur at 5.00 p.m. or 6.00 p.m. as the Bank was closed he went to the residence of the Manager had been to see movie and he met him around

at 8.00 p.m. and informing the Manager and thereafter to the Accountant. It is his case that he asked to come to Bank on the next day and on the next day he went to the Bank and he mentioned that as the Manager was busy with some other customers he went to the cashier and returned the bundle and exchanged with other bundles. According to him nobody was present at the counter and it is his case that he did not meet the accountant or Manager on that day. He was asked when he was made good of the shortage at 11.00 a.m. on 29-1-1982 when he complained to the Bank. At what time he complained in writing to the Bank. At that time the Enquiry Officer permitted him to see the documents on the basis under Section 160 of the Evidence Act, it is permissible. The witness still will not remember the transactions, and the witness Basawaraj answered that he made the complaint to the Bank at 2 or 3 p.m. In fact his letter would show that he gave the complaint at 5.00 p.m. It was suggested to him that he did not withdraw any cash from the bank on 28-1-1982 but the witness said that he had withdrawn one cheque for Rs. 5,000.00 from the Bank. So if what Basawaraj stated is correct he must be in a position how the cheque contained signature of Ramulu. The examination of Basawaraj would indicate that the enquiry officer had taking sides and was not permitting representative of the accused to proceed with the cross examination in the proper lines. He was asked merely to confirm the signature of the letter and the witness Basawaraj replied that he confirmed the signature. But M.W3 informed by the presenting officer on the issues involved in allegation/charge. Moreover having complained to the Manager and Accountant in the evening at about 8.00 p.m. on 28-1-82 about the shortage after returning all the way from Bank of India, Chincholi. It is surprising that he gave a complaint on 29-1-1982 at 5.00 p.m. having made good of the shortage without seeing the Manager of the Bank and the Accountant. This is surprising and it is common knowledge that the customers are supposed to count and take it and once the cash is taken home any complaints thereafter about the shortage it cannot be accepted and this fact was admitted during the course of M.W1 and M.W2 examination and the same question was put to them but when the same question was put to Basawaraj it was objected by the presenting officer for the best reasons known to him and the enquiry officer upheld the said objection, thus shutting out evidence on this vital issue. This is a case where the principles of natural justice are clearly violated. On the other hand the evidence of M.W2 would show that M.W3 never came to the Bank on 29-1-1982. In fact when M.W2 came to know about the shortage he replied that he counted the bundle and found that there were 19 pieces told him that it cannot happen M.W2 deposed that the Manager and himself told him that when once the cash is gone out from the Branch the Bank is not responsible. Then M.W2 was asked whether Basawara on the next day the answer given by M.W2 would show that he did not come and to explain this omission the enquiry officer put a leading question when he came to know about the shortage was made good by the cashier. According to him he was informed over telephone at 3.30 p.m. but he did not verify with Chinniah. So the evidence of M.W2 would shatter the evidence of M.W3 Basawaraj and that the same would indicate that the complaint given by Basawaraj regarding the shortage is only an afterthought for the purpose of victimisation of Chinniah who happened to be the member of the AIBE. According to him the officers of the Bank including the Presenting Officer and Enquiry Officer belong to A.I.C.O.B.O.O. which is against AIBE and its membership. If there was really shortage in the bundle as alleged Ramulu should have been the proper person to complain either to the cashier or Accountant or to the Manager and the Manager would have issued a Memo to him either on the same day or next working day. This did not happen. In the normal course the Accountant had verified his cash on 28-1-1982 and found to be correct, and again on 29-1-1982 in the normal course the Manager also had checked the entire cash in the Bank and found to be correct. Thus when there is no complaint at all from Ramulu about any shortage; more over when the shortage is not a factum proved beyond reasonable doubt and when it is admitted that the customers are supposed to count the cash and take it home and once the cash is taken home and later after some hours (in this case after 48 hours) if

a written complaint is taken from Basawaraj against Chinniah and when the cashier himself admit that the said Basawaraj never met him on 29-1-1982 and the evidence of Basawaraj is that he came to the Bank on 29-1-1982 in the early hours and adjusted the shortage directly with Chinniah and without meeting the Manager or Accountant it seems to be all concocted version. When the Management and cashier have certified cash balance to be true and correct on 28-1-1982 and 29-1-1982, how can this Chinniah adjust the shortage if there was any shortage? Basawaraj even after seeing the documents contradicted himself by stating that he gave the complaint at 3.00 p.m. though he himself signed and put the timing as 5.00 p.m. on Ex. M13. So the question of Basawaraj informing M.W2 by phone about the shortage made good by Chinniah when M.W1 specifically asked Basawaraj to come to the Bank on 29-1-1982 Basawaraj not meeting either of them seems to be strange way of complaining against the cashier as if there was any fraud committed by him.

8. Further the evidence of M.W1 and M.W2 would contradict each other. M.W1 is the Branch Manager. He mentioned that M.W1 deposed that he asked the complainant Basawaraj to come on the next day to see him and according to him he did not come on the next day. According to M.W1 the Branch Manager said that Basawaraj informed the Accountant over the telephone and Accountant in turn informed him, this seems to be still worse. The complaint of Manager to the Regional Manager which is marked as Ex. M12 would show that the shortage was made good by the Cashier in their presence. It is absurd. It is nobody's case. Even M.W3 that he did not meet M.W1 and M.W2 and he made good of the shortage from Chinniah and left. In fact when the Enquiry Officer asked M.W1 whether he found any shortage of cash on 28-1-1982. The Manager answered that the cash was checked by the Accountant and there was no shortage. Further on 29-1-1982 when the shortage was made good of the cash in his presence the question was put to him to know whether there was any shortage notice in the days cash at that end M.W1 deposed that there was no shortage noticed. So M.Ws.1 and 2 contradict themselves regarding the exchange of bundle in their presence. It is the case of M.W1 that he noticed Basawaraj coming to the Bank on 29-1-1982 at 10.30 a.m. but he was busy with the customers. According to him he did not notice when Basawara left the Bank. He agreed that the bank will not be responsible when once the customer takes cash and leaves the Bank.

9. Similarly the findings of the Enquiry Officer with reference to the cheque Ex.M18 and the complaint Ex. M13 being upon the evidence of M.W1 and M.W2 and M.W3 can never be arrived at that such a charge is proved. There are so many contradictions in the evidence of V.A.R. Sharma, Accountant as well as evidence of Basawaraj regarding the timings when the said shortage was informed and on other aspects also. The purpose of receiving a complaint at 5 p.m. on 29-1-1982 and making a complaint under Ex. M12 by the Branch Manager to the Regional Office after the party informed them at 3.30 p.m. that the shortage was made good by cashier without their knowledge and that the said Chinniah paid the amount to the Manager, Andhra Bank in their presence with reference to the second charge seems to be another piece of make believe story. The evidence of M.W3 is not really trust worthy he should have been relied upon by the Enquiry Officer. The relevant cheque bear ledger folio of M.W3 from 11-2-1982 to 19-2-1982 and cash scroll on 28-1-1982 page 388 were produced for inspection before the Enquiry Officer by prosecuting officer on 9-2-1982 during the course of enquiry. The Enquiry Officer verified those documents and recorded in his proceedings on 9-2-1982 showing that there is no debit name of M/s. Bheemanna & Sons and there is debit of Rs. 5,000.00 in the name of Ramul Sonv on 28-1-1982. This conduct of M.W3 shows that the evidence was only concocted and false and misleading such evidence by such person cannot be believed at all.

10. Further the charge sheet reads that Bheemanna and Sons presented a cheque but M.W3 during the course of his cross examination revealed for the first time that he drew

an amount of Rs. 5,000.00 from his account and an amount of Rs. 5,000.00 from the account of Ramlal Sony; when the relevant records were perused by the Enquiry Officer it was made clear that there was no withdrawal on 28-1-1982 from M.W3 on account at all and there was only withdrawal from the account of Ramlal Sony only. Thus it looks as if the entire case was fabricated for the best reasons known to themselves. Moreover the workman contention that no complaint by any customer regarding the deficit of payment entertained by the Bank or by the concerned officer after customers leaves the cash counter is an established practice. The customers is supposed to be diligent howmuch money he receives the cash before he leaves the counter. If such practice of shortages are to be allowed on early and many complaints given some time later no bank can survive and transact business because it is easy to complain that there is shortage by any person mischievously to put the cashier into trouble. Moreover the customers should establish that there is no other chance of the cash being lost such a thing can be done by the customers only before the counter and before the cashier and not elsewhere.

11. Regarding the second charge, prima facie charge sheet as framed seems to be totally baseless. According to the charge it is that there is deficit payment of 7 pieces of one of the twenty rupee bundle and this was made good by the workman without the knowledge of the Branch Manager while M. W4 stated in the cross examination that the shortage was made good in the Deena Bank Managers cabin. The same witness further said that he received it through the Manager. So the allegation that the deficit cash was made good by the workman without the knowledge of the Manager and is totally incorrect and baseless and mala fide. The allegation if accepted as true neither the Branch Manager of Dena Bank nor the Branch Manager of Andhra Bank nor the disciplinary authority did apply their mind before making such a complaint against the workman or before framing the charge sheet in the instant allegation against the workman is that cashier of Andhra Bank came to Dena Bank, Tandur branch and withdrew an amount of Rs. 50,000 against State Bank cheque, accepted the cash, left the counter and went to their Andhra Bank Branch and on 29-1-1982 cash was disbursed to their customers and one among such customers who received the cash from Andhra Bank made a complaint to Andhra Bank stating that there was shortage of 7 pieces in rupee 20 bundle on 29-1-1982 evening. The sequence of events showed that cash from Dena Bank issued by the workman was in the possession of cashier of Andhra Bank till 29-1-1982 and again another customer of the Bank received cash from the Cashier of Andhra Bank and then there was a complaint which means the Cashier of Andhra Bank had possession of the cash received from Dena Bank for a considerable period of time, and its customers also. So the burden of deficit payment cannot be had any stretch of imagination shifted to the present workman. Even according to him M.W4 the Cash Incharge will check the cash every day. Had there being deficit in the cash issued by the workman to the Andhra Bank on 28-1-1982 that would have been brought to the notice of the Andhra Bank Manager on 28-1-1982 evening itself by the concerned cash incharge even M.W4 agreed that when the customers leaves counter the Bank will not be responsible for any deficit. The Management would have examined the concerned Cashier of Andhra Bank and the Cashier who disbursed the cash on the next day on 29-1-1982 and the actual customer who complained already should have been examined but the Management did not choose to do so. Thus the findings of the Enquiry Officer are without any proper evidence.

12. Thus on a consideration of the entire material I hold that the action of the management of Dena Bank in discharging Shri M. Chenniah, Cashier-cum-Clerk Dena Bank, Tandur from service with effect from 15-7-1983 is not justified and he is entitled to be reinstated with full back wages and all other attendant benefits.

Award passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 3rd day of March, 1987.

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-12012/80/85-D.II(A)]

का.आ. 1148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्तन में, केन्द्रीय सरकार, बैंक ऑफ महाराष्ट्र के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार का 8-4-87 को प्राप्त हुआ था।

S.O. 1148.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 8-4-87.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, LABOUR
COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(16) OF 1985.

PARTIES :

Employers in relation to the management of Bank of Maharashtra, Eastern Zone, Nagpur in terminating the services of Shri Govind Yadneshwar Malode, Clerk-cum-Cashier, Bhadravati Branch 42, Laxmi Nagar, Nagpur-22.

APPEARANCES :

For workman—Shri Satish Trimbak, Sahasrabudhe.

For management—Shri V. G. Khare, Law Officer.

INDUSTRY : Banking

DISTRICT : Nagpur (M.S.)

AWARD

Dated, March 31, 1987.

By Notification No. L-12012/203/84-D. II(A) dated 11th March, 1985 the Central Government has referred the following dispute under Sec. 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication :—

"Whether the action of the management of Bank of Maharashtra, Eastern Zone, Nagpur in terminating the services of Shri Govind Yadneshwar Malode, Clerk-cum-Cashier, Bhadravati Branch w.e.f. 23-3-1971 and at Khamgaon Branch with effect from 9-8-72 is justified? If not, to what relief the workman is entitled?"

2. Non-controversial facts of the case are that the Bank of Maharashtra is a nationalised Bank having its Head Office at Pune and it is the Chief Authority of the Zone which covers Bhadravati as well as Khamgaon branch of the Bank. The workman was selected in the panel of candidates to be absorbed in the Bank's service. As per Divisional Managers' Orders dated 24th November, 1970 (Ex. M/3=Ex. M/6 & Ex. W/1) he was ordered to undergo practical training of clerk at Sitabuldi Branch at Nagpur and he accordingly completed the said training. Thereafter he was posted as Clerk-cum-Cashier at Bhadravati as per order of the Divisional Manager dated 24-12-1970 (Ex. M/1=Ex. W/2) and he assumed his duties at the Bhadravati Branch accordingly. However, his services were terminated with effect from 23-3-1971 by order of the Agent, Bhadravati Branch, (Ex. M/3A=Ex. W/4) for the following two reasons :—

- That there was a complaint about the behaviour of the workman received from one of the customers;
- That the workman was appointed on a purely temporary capacity;
He made representations (Ex. M/7) and application of fresh appointment (Ex. M/8);

He was appointed as a fresh candidate with effect from 16-5-72 vide order Ex. W/5, However, his services were again terminated on 9-8-72 vide

order Ex. M/21. Thereafter he made various representations Ex. M/12, Ex. M/13, Ex. M/14 and Ex. W/3 from the year 1973 to 1984 but without any result.

The case of the workman further is that he was selected after having passed the written test and oral interview in the year 1969-70 as a probationer which fact was admitted by the management before the Conciliation Officer on 21st August, 1984. The reasons given for termination of service were fabricated and false. His services were terminated without any chargesheet and enquiry though misconduct is alleged on his part and punitive punishment was awarded with stigma. His termination was arbitrary and capricious and mala fide. It is also pertinent to mention that at the same time the Bank appointed one person at Bhadravati Branch from local area without following the procedure for recruitment and just to make available the post for this person services of the workman were terminated. In any case, the Agent of Bhadravati Branch was not the competent authority to terminate his service. The second time even though his order of appointment was for two months the workman continued even after the expiration of that period since it was a permanent post. But again his services were terminated arbitrary and in a capricious manner and without authority, notice, pay in lieu of notice or retrenchment compensation. Therefore after giving a notice on 10-11-1984 Ex. W/7 he moved in for conciliation on 21-6-1984.

3. Management firstly raised two legal objections. First is that this dispute was raised after nearly 12 years and since it is well established by authorities that delay defeats equity this reference is liable to be dismissed. Secondly, it has been contended that the case of workman for non-continuation of service by the Bank when his temporary employment came to an end and not for wrongful terminations claimed in the statement of the workman. Since non-continuation is not the issue for determination this Tribunal has no jurisdiction to entertain the reference.

4. The case of the management further is that Shri Malode was posted at their Bhadravati Branch purely on temporary basis and not on probation. It was specifically mentioned that the regular order will be issued by the Central Office. Therefore his services were liable to be terminated after completion of probationary period mentioned in the order. However, as Shri Malode was found to be involved in misconduct at Bhadravati Branch i.e. the arrogant behaviour with the customer his services were discontinued and terminated with immediate effect. He was given a second opportunity on humanitarian ground to improve his behaviour, but the management found that he did not improve himself. Therefore his services were discontinued. Since his appointment was purely temporary no notice or pay or retrenchment compensation or leave was necessary specially that he had not completed his service as contemplated under Sec. 25B of the I. D. Act. Para 522(5) and Sec. 4 of the Sastry Award lays down that the order relating to discharge is to be signed by the Manager. As such Agent was authorised to sign the termination order as per instructions of the Central Office. By taking the second appointment the workman acquiesced in first action of from the management. He is, therefore, estopped from challenging his first termination.

5. During the temporary employment of Shri Malode he gave threats to the then Branch Manager of Bhadravati Branch. Bank had, therefore, no option but to terminate his service.

6. Shri Malode must have been employed gainfully elsewhere as a result neither he nor his Union could take up the matter for such a long time. In any case, in view of the provision of Sec. 5, Para 524(1) of Sastry Award temporary employees are not entitled to any compensation. Hence he was not paid any compensation.

7. The points for consideration before me are whether the so called latches on the part of the workman disentitles him to any relief and whether his termination twice is justified in law and proper or not?

8. It is true that the workman moved for conciliation proceedings are rather late i.e. nearly after 11 or 12 years of his termination. But once the Government has decided to make a reference it will not be competent for this tribunal to hold the reference bad and quash the proceedings for want of jurisdiction as has been held in the case of M/s. Avon Services Production (P) Vs. Industrial Tribunal, Haryana (AIR 1979 SC 170). It is different that this latches may be material for the purpose of back wages.

9. Coming to the merits of the case, I find that the material facts are no longer in dispute. The workman was first appointed by the District Manager vide order dated 24-11-1970 for training for one month (Ex. M/3 and Ex. M/6). hereafter vide order dated 24-12-1970 (Ex. M/1, Ex. M/4=Ex. W/2) he was again ordered to join at Bhadravati Branch with effect from 26-12-1970 by the Divisional Manager and in that order it was said that the Central Office will issue the regular offer letter. He joined there and his services were first terminated on 23-3-71 (Ex. M/3A=Ex. W/4) with immediate effect on the following two grounds:—

"We have received a complaint from one of our customer that your behaviour is not satisfactory. You replied to our customers in very arrogant manner. You were appointed in our Bank purely on temporary basis to judge whether you suit to our worked, as you are from on our waiting list. We have to advise you that your services are terminated with immediate effect."

This termination order was passed by the Agent, Bhadravati Branch. Again he was appointed vide order dated 12-5-72 for a period of two months (Ex. W/5) and his services were again terminated vide order dated 8-8-72 (Ex. W/6) in the following words:—

"As per instructions, he is hereby informed that his services are discontinued with effect from 9th August 1972."

He had made various representations which are Ex. M/7, Ex. M/12, Ex. M/13 and Ex. M/14 without any effect.

10. Thus from the above, it is crystal clear that the first his services were terminated for two grounds mentioned therein. One of the ground was that his services were only temporary so he was discontinued in service. So in effect his services were not terminated, therefore non-continuation of his service is not an issue for determination of this Tribunal. To my mind, this contention is worthless. The record in evidence of the management itself goes to show that the workman was appointed on probation for the first time on a clear vacancy, so his services cannot said to be temporary or for a temporary period only. This is apparent even from the confidential report dated 13-3-71 (Ex. M/5) and the conciliation proceedings Ex. W/3. In the very first para it says that it is admitted by the management on 4-8-84 during discussion that the workman was taken on probation from 26th December, 1970 at Bhadravati Branch. Confidential report Ex. W/15 also says "Even if, taking into consideration his probationary period". Even the main antagonist of the workman Shri B. K. Joshi had admitted that though his services were temporary but the post in the Branch was permanent. This is also what S. S. Siralkar (M.W.4) also admitted. Desai Award at para 23/15 defines "probationer" as under:—

"Probationer means an employee who is provisionally employed to fill in a permanent vacancy or post and has not been made permanent or confirmed."

From the above evidence, it is clear that he was appointed on permanent vacancy and post and he was not made permanent or confirmed.

11. On behalf of the management, it has been contended that even including his both the period he had not completed 246 days service. Therefore he cannot said to be having continuous service within the meaning of Sec.

25B & Sec. 25F of the I.D. Act. Even if he was a probationer but he was engaged for a definite period for the first time and second time. Therefore he was not entitled to one month's pay and allowance as has been laid down in para 524(1) of Sec. 5 of the Sastry Award.

12. I have already held that he was not a temporary employee, but a probationer. Therefore the above provision of Sastry Award will not apply in his case.

13. Firstly the workman was in service from 26-11-70 to 9-8-72 with a break in his service which was not within his control. Therefore the provision of Sec. 25B and Sec. 25F of the I.D. Act will apply in his case and it amounts to retrenchment within the meaning of Sec. 2(oo) of the I.D. Act as has been held in AIR 1983 SC 1320 Management of Karnataka Road Transport Corporation, Bangalore Vs. Boraiah. Assuming for the sake of arguments that looking to the days of service of the workman he is not entitled to the protection of provisions of the I.D. Act yet there is a provision in the Sastry Award by way of para 522(1) reproduced below :—

"Services of a probationer may be terminated by way of notice or payment of one month's allowance in lieu of notice."

Admittedly, this provision has not been complied with. Therefore the workman is entitled to reinstatement on this ground alone as has held in the case of AIR 1976 SC 1111(para 10) State Bank of India Vs. N. Sundramony. Thus the ground (b) of his dismissal was wrong and illegal. Coming to the ground (a) that there was complaint about his behaviour by one of the customer, it is pertinent to note that who was that customers was not made known even though workman had asked for it.

14. However, in this regard, management has examined Shri B. K. Joshi (M.W.3), M. B. Rao (M.W. 1) and S S Siralkar (M.W.4) who worked in the Branch. Their statements clearly go to show that their allegations are not true. They are unable to give any basis for it. Except for few confidential letters there is nothing on record to show that there was any complaint from any customers except by one viz. Proprietor of Bhadravati Kirana Store. But his complaint also appears to be biased and baseless because the workman had refused the same and Shri B. K. Joshi had admitted that in place of the workman one Uppanlawar was appointed who was related to the Proprietor of Bhadravati Kirana Store.

15. Before his second termination also one story is told by Shri Prabhalkar Vamanji Shindnaye that Shri B. K. Joshi had come in and told him that how the workman misbehaved and broken his glasses. Thereafter they went to complaint to his father also. It is surprising to note that Shri Joshi himself did not give this story about the workman before this Tribunal. Therefore it appears that this false device was adopted to get his services terminated for the second time. However, even if this story and the story of customer's complaint was true at least a domestic enquiry could have been held against him since he had denied the allegations. But no such domestic enquiry was held and his services were terminated with a stigma attached with it. It is now well settled that no person should be punished unheard. For this reason also his termination is not only improper but is illegal as well.

16. As for back wages, I find that the workman at least should have adduced evidence to show that he remained unemployed during all these 12 years and thereafter. Secondly the delay of 12 years on his part before making attempt at conciliation disentitles him to back wages upto the date of reference as was done in the case of State Bank of India (supra). Accordingly I answer the reference as under :—

That the action of the management of Bank of Maharashtra Eastern Zone, Nagpur in terminating the services of Shri Govind Yandneswar Malode, Clerk-cum-cashier, Bhadravati Branch w.e.f. 23-3-1971 and at Khangaon Branch with effect from 9-8-72 is not justified. Therefore he should be reinstated. However, he is only entitled to back wages applicable to a temporary employee and his seniority from the

date of reference i.e. 11th March, 1985 with all other ancillary reliefs. He will be placed below all permanent employee upto that date. No order as to costs.

Y. S. YADAV, Presiding Officer

[No. L-12012/203/84-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 14 अप्रैल 1987

का. प्र. 1149:—सिनेमा कर्मकार और सिनेमा थियेटर कर्मकार (नियोजन का विनियमन) अधिनियम, 1981 (1981 का 50) की धारा 2 के खंड (ब) के अनुसरण में, केन्द्रीय सरकार, नीचे दी गई सारणी के कालम (1) में उल्लिखित मणीपुर सरकार के अधिकारी को उक्त कारणी के कालम (2) में तत्संबंधी प्रविष्टि में विनिर्दिष्ट क्षेत्र के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कार्य करने के लिए प्राधिकृत करती है :—

सारणी	
अधिकारी का पदनाम	क्षेत्र
1	2
उप श्रम आयुक्त	ममस्त राजस्—
[सं. एस-61011/1/86-डी-1(ए)]	

New Delhi, the 14th April, 1987

S. O. 1149:—In pursuance of clause (d) of Section 2 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 (50 of 1981), the Central Government hereby authorises the Officer of the Government of Manipur mentioned in column (1) of the Table below, to perform the functions of the Competent Authority under the said Act for the area specified in the corresponding entry in column (2) of the said Table :—

Table

Designation of the Officer	Area
(1)	(2)
Deputy Labour Commissioner	Whole of the State.
[No. S-61011/1/86-D. I (A)]	

का. प्र. 1150:—सिनेमा कर्मकार और सिनेमा थियेटर कर्मकार (नियोजन का विनियमन) अधिनियम 1981 (1981 का 50) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, नीचे दी गई सारणी के कालम (1) में उल्लिखित मणीपुर सरकार के अधिकारियों को उक्त सारणी के कालम (2) में तत्संबंधी प्रविष्टि में विनिर्दिष्ट क्षेत्र के लिए उक्त अधिनियम के प्रयोजनार्थ संसाधन अधिकारी के रूप में नियुक्त करती है :—

सारणी	
अधिकारी का पदनाम	क्षेत्र
1	2
1. श्रम अधिकारी (i) इम्फाल, थोउबन और बिशन्पुर जिले।	
2. श्रम अधिकारी (ii) चुराचम्पूर, तमंगलौंग, सेतापति, उखरुल और चरेल जिले।	

[सं. एस-61011/1/86-डी आई ए]

नन्द लाल, प्रवर सचिव

S. O. 1150:—In exercise of the powers conferred by section 4 of the Cine-Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981 (50 of 1981), the Central Government hereby appoints the Officers of the Government of Manipur mentioned in column (1) of the Table below, to be Conciliation Officers for the purposes of the said Act, for the area specified in the corresponding entry in column (2) of the said Table :—

Table

Designation of the Officer	Area
(1)	(2)
1. Labour Officer (I)	Imphal, Thoubal and Bishnupur Districts.
2. Labour Officer (II)	Churachandpur, Tamenglong, Senapati, Ukhrul and Chandel Districts.

[No.S-61011/1/86-D.I.A]

NAND LAL, Under Secy.

नई दिल्ली, 15 अप्रैल, 1987 ई.

का. प्रा. 1151.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या हम बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापना को लागू किए जाने चाहिए :

1. मैसर्स सुरमाऊंट एक्टर प्राइजिज, 6 डाक्टर नैयर रोड, मद्रास-17
2. मैसर्स बामा इलेक्ट्रीकल, 164 जी, ए रोड, मद्रास-21
3. मैसर्स ग्रांट इन्डस्ट्रीज, के.के. नगर, मेन रोड वेकफनोर्ड कॉलेज के सामने, मद्रास-20
4. मैसर्स ग्लूकमेन लैबोरीज प्राईवेट लिमिटेड, एच-37/5 बैस्ट एवेन्यू, कामराज नगर, मद्रास-41
5. मैसर्स कविता कोएर इन्डस्ट्रीज, वेलाचेरिपट्टि गांव बायां) कोट्ट-टामपट्टी मेलुर ताल्लुक मद्रास-41
6. मैसर्स कृमिदीयर सिल्वरवेयर 40 पेन्डी बाजार, मम्बलाम, मद्रास-17
7. मैसर्स मोनीकैटिपोटल मिल्क प्रोड्यूसर को-ओपरेटिव सोसाइटी लिमिटेड, बी. आर. डी-446 मोनीकैटी पोतल पोस्ट, कन्याकुमारी कस्बा
8. मैसर्स कन्सोलिडेटेड मार्केटिंग एजेंसिज 41, चामरु रोड मद्रास-18 और इसकी मद्रास, बंगलौर, सिकन्दराबाद, कोचीन स्थित चार शाखाएं

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एम-35019/(8)/87-एस. एस-2]

New Delhi, the 15th April, 1987

S.O. 1151.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Surmount Enterprises, 6, Dr. Nair Road, Madras-17.
2. M/s. Bama Electricals 164, G.A. Road, Madras-21.
3. M/s. Art Industries, K.K. Nagar, Main Road, Opp. to Wakfboard College, Madurai.
4. M/s. Glueckmann Laboratories (Private) Limited, H-37/5, West Avenue, Kamraj Nagar, Madras-41.
5. M/s. Kavitha Coir Industries, Velacheripatty Village (Via) Kottampatti, Melur Taluk Madurai.
6. M/s. Vummidiar Silverwares, 40, Pondy Bazar, Mambalam, Madras-17.
7. M/s. Monikettipottal Milk Producers' Co-operative Society Limited VRD 446, Monikettipottal Post Kanyakumari District.
8. M/s. Consolidated Marketing Agencies, 41, Chambers Road, Madras-18 including its Branches at Bangalore, Secunderabad and Cochin.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[No. S. 35019(8)/87-SS.II]

का. प्रा. 1152.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या हम बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापना को लागू किए जाने चाहिए :

1. मैसर्स पैकेजिंग प्रोडक्ट्स, 37 कमल इन्डस्ट्रियल स्टेट, सुखराम नगर, अहमदाबाद और इसकी अहमदाबाद स्थित दो शाखाएं।
2. मैसर्स एलाइट सेनिटेशन, 8 जयजलराम सोपिंग सेंटर, पारनेरा जिला बल्साद और इसकी उडवाडा बल्साद स्थित शाखा।
3. मैसर्स एल पी गैस इन्सुप्लेमेंट प्राईवेट लिमिटेड 1/ए, 1/जी प्राई डी सी स्टेट पोस्ट आफिस नर्मदा नगर जिला भडोच और इसकी मैसर्स एल पी गैस इन्सुप्लेमेंट प्राईवेट लिमिटेड, 53/57 इन्सु-रेम्स बिल्डिंग सर पी एम रोड बम्बई स्थित शाखा।
4. मैसर्स टेकनो फौरज कम्पनी 1019/1021 जी. प्राई. डी. सी. स्टेट अकलेश्वर जिला भडोच (गुजरात) और इसकी टेकनो फौरज कम्पनी छेदा भवन पांचवी मंजिल, 98 सूरत स्ट्रीट मस्जिद बुन्दर बम्बई स्थित शाखा।
5. मैसर्स सुपरमार्ट सहकारी बैंक लिमिटेड, अहमदाबाद और इसकी पंचकुधा अहमदाबाद स्थित शाखा।

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(9)/87-एम. एस-2]

S.O. 1152.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely,

1. M/s. Packing Products Block 37, Kamal Industrial Estate, Sukhrum Nagar, Ahmedabad, including its two Branches in Ahmedabad.
2. M/s. Elite Sanitation, 8, Jai Jalaram Shopping centre Parnere District Valsad, including its Branch at Udwađa, Valsad.

3. M/s. L. P. Gas Equipment Private Limited, 1/A/1, G.I.D.C. Estate, Post Office Narmada Nagar, District Bharuch including branch at M/s. L. P. Gas Equipment Private Limited, 53/57, Insurance Building, Sir P.M. Road, Bombay.
4. M/s. Techno Forge Company 1019/1021, G.I.D.C. Estate, Ankaleshwar District, Bharuch (Gujarat) and its branch at Techno Forge Company, Chheda Bhavan, 5th Floor, 98, Surat Street, Masjid Bunder, Bombay.
5. M/s. Suprabhat Sahakari Bank Limited, Mirapur, Ahmedabad, including its branch at Panchkuwa, Ahmedabad.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S.35019(9)/87-SS.II]

का. प्रा. 1153.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए :—

1. मैसर्स नटराज इन्डस्ट्रीज, प्लॉट नं. 65, सेक्टर 6, फरीदाबाद
2. मैसर्स युष्मा फार्मास्यूटिकल्स (प्राइवेट) लिमिटेड, एम आईई बहादुरगढ़ और इसका 20 खजूर बिल्डिंग (प्रथम तल) धर्मिष्ठ प्लैस, चान्दनी चौक दिल्ली स्थित रजिस्टर्ड कार्यालय
3. मैसर्स बॉर्नमैन पम्प्स 14/7 मथुरा रोड फरीदाबाद और इसका 410 मेघदूत, 94 नेहरू प्लेस नई दिल्ली स्थित रजिस्टर्ड कार्यालय
4. मैसर्स वेस्टर्न इलेक्ट्रॉनिक्स कम्पोनेन्ट्स प्राइवेट लिमिटेड, वारुहेरा इन्डस्ट्रीयल कॉम्प्लेक्स दिल्ली जयपुर रोड महिन्द्र हरियाणा और इसका 41 ए ओखला इन्डस्ट्रीयल स्टेट नई दिल्ली-20 स्थित रजिस्टर्ड कार्यालय
5. मैसर्स प्लेश लैबोरीज (प्राइवेट) लिमिटेड, सनखोल तहसील बहादुरगढ़ और इसका नरखोल हाऊस, 254 बी डाक्टर एनी बिसेन्ट रोड, बम्बई स्थित रजिस्टर्ड कार्यालय

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एम-35019(10)/87-एस. एस-2]

S.O. 1153.—Whereas it appears to the Central Government that the employees and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to their respective establishments, namely:—

1. M/s. Natraj Industries, Plot No. 65, Sector-6, Faridabad.
2. M/s. Dua Pharmaceuticals (Private) Limited, M.I.E. Bahadurgarh including its Registered Office at 20, Khajoor Building, (1st Floor), Bhagirath Place, Chandni Chowk, Delhi
3. M/s. Bornemann Pumps, 14/7, Mathura Road, Faridabad, including its Registered Office at 410, Meghdoot-94, Nehru Place, New Delhi.
4. M/s. Western Electronics Components Private Limited, Daruhara Industrial Complex, Delhi, Jai-pur Road, Mohindargarh, Haryana, including its Regional Office at 43-A Okhla Industrial Estate, New Delhi-20.

5. M/s. Flash Laboratories (Private) Limited, San-khol, Tehsil Bahadurgarh, including its Registered Office at Nirlon House, 254-B Dr. Annie Basant Road, Bombay.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments.

[S. No. 35019(10)/87-SS.II]

का. प्रा. 1154.—केन्द्रीय सरकार को यह प्रतीत होता है कि निम्नलिखित स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध सम्बन्धित स्थापन को लागू किए जाने चाहिए :—

1. मैसर्स एम. विटल राव, एम एम स्ट्रीट, कालीकट-1
2. मैसर्स सिरेटम एण्ड एलाइड (प्राइवेट) लिमिटेड, इन्डस्ट्रीयल स्टेट, कोलाकाबळ मेरीलीटारा ताल्लुक
3. मैसर्स एम के इन्टरप्राइजिज 39/1215 ए टाउन हॉल रोड, अरनाकुलम कोचिन-18
4. मैसर्स केरल स्टेट बी एवरेज (एम एण्ड एम कॉपोरेशन सस्थामंगलम त्रिवेन्द्रम-10 और इसकी केरल राज्य में स्थित एक एल डब्ल्यू शाप और वेयर हाऊस

अतः केन्द्रीय सरकार उक्त धारा नियम की धारा 1, की उप धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापनों को लागू करती है।

[संख्या एस-35019(11)/87-एस. एस-2]

S.O. 1154.—Whereas it appears to the Central Government that the employers and the majority of employees in relation to the following establishments have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to their respective establishments, namely:—

1. M/s. M. Vitul Rao, S.M. Street, Calicut-1.
2. M/s. Sterates and Allied Chemicals (Private) Limited, Industrial Estate, Kollakadru, Merelitaru Taluk.
3. M/s. S. K. Enterprises, 39/1215 A Town Hall Road, Ernakulam, Cochin-18.
4. M/s. Kerala State Beverates (M&M) Corporation, Sasthamangalam Trivandrum-10, including its FLW Shops and Warehouses in the State of Kerala.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the above mentioned establishments

[S. No. 35019(11)/87-SS.II]

का. प्रा. 1155.—मैसर्स मीरा एण्ड कम्पनी लि., जी. टी. रोड, लुधियाना-141008 (पी. एन./1088 ए) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पक्क अधिदय या प्रीमियम का सम्भाव्य किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की यापूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे

कर्मचारियों को उस फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधायन से प्राप्त हो सकेंगे, 1976 (जिसे हमने अपने पत्राचार में उक्त स्कीम के अंतर्गत में) के अधीन अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्रा. 2232 तारीख 14-8-1980 के अनुमरण में और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापना को, 1-3-1981 से तीन वर्ष की अवधि के लिए, जिसमें 29-2-1990 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापना के सम्बन्ध में निरोधन प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियाँ भेजना और ऐसी लेखा रक्कश तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर, निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्देश करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्देश लेखाओं का अन्तर्गण निरीक्षण प्रभावों का सन्देश आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसकी स्थापना में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी यात्रा आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्देश करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाने हैं, तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हैं, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होगी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशन को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्देश करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम में, जिसे स्थापना पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम नियम तारीख के भीतर प्रीमियम का सन्देश करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्देश में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्देश का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन होने वाले किसी सदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशनी/विधिक वारिसों को उस राशि का सन्देश तत्पक्ष से और प्रत्येक दशा में दूर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/35/87/एस.एस.-2]

S.O. 1155.—Whereas Messrs. Meera and Company Limited, G. T. Road, Ludhiana-141038 (PN/1088-A) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefit under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S. O. 2232 dated the 14-8-1980 and subject to the conditions specified in the Scheme annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-3-1981 upto and inclusive of the 29-2-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enroll him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/35/87/SS. II]

का. घा. 1156:—मैसर्स बी गंगा नगर सूगर मिल्स लि., जयपुर (घार. जे./480) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का समुदाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूत है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. घा. 4569 तारीख 18-11-1983 के अनुमरण में और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए

जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का प्रन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाध, स्थापन के मूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी की उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारियों भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम में, जिसे स्थापन पड़ने प्रवृत्त है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अक्षम रहता है, और पालिस को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिक को दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, वामा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/209/83-पी. एफ. 2/एस. एस-2]

S.O. 1156.—Whereas Messrs The Ganganagar Sugar Mills Limited, Jaipur (RJ/480), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4569 dated the 18-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enroll him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

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7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/209/83-PF-2/SS.II]

का. प्रा. 1157—वैसर्स दी गंगा नगर सुगर मिल्स लि. मन्दौर, जोधपुर (प्रार. जे /482) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी अधिव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी निधि पृथक् अधिदाय या प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधि सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के धर्म मंत्रालय की अधिसूचना संख्या का. प्रा. 4647 तारीख 22-11-83 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक अधिव्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनु-लेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपाधियों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/

विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/210/83-पी. एफ. 2/एसएस-2]

S.O. 1157.—Whereas Messrs. The Ganganagar Sugar Mills Limited, Mandore, Jodhpur (RJ/482). (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4647 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S 35014/210/83-PFII-SS-II]

का. प्रा. 1158.—मैसर्स-दी गंगा नगर सुगर मिल्स लि., श्री गंगा नगर (राजस्थान) (आर. जे./35) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिनियम संस्था का. प्रा. 4651 तारीख 22-11-1983 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में निम्नलिखित प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे निष्ठा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे ।

2. निरीक्षक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा ।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशितों/विधिक वारिसों को उस राशि का संदाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/211/83-पी. एफ. 2/एस. एस-2]

S.O. 1158.—Whereas Messrs. The Ganganagar Sugar Mills Limited, Shri Ganganagar (Raj.) (RJ/35), (hereinafter referred to as the said establishment) have applied for

exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4651 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Whereas, for any reason the employees of the said establishment do not remain covered under the Group

Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/211/83-PF-II-SS II]

का.प्र. 1159 :—मैसर्स हो गंगा नगर सुगर मिल लि., भोसपुर, (आ.जे./909) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना हो, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन अनुमेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के अर्थ मंत्रालय की अधिसूचना संख्या का.प्र. 4718 तारीख 22-11-1983 के अनुसरण में और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त रात्रस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का सन्दाय आदि हो है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन

किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्वत् करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन अनुशील्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वत् रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में सन्वत् होती है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि वह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार, नामनिर्देशितों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/215/83-पी.एफ. 2/एस. एस.-2]

S.O. 1159.—Whereas Messrs. The Ganganagar Sugar Mills Limited, Bholpur (RJ909), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4716 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Whereas, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/215/83-P.F. II/SS II]

नई दिल्ली, 16 अप्रैल, 1987

का.घा. 1160.—यतः मैसर्स राष्ट्रीय केमिकल एण्ड फर्टिलाइजर लिमिटेड, एडमिनिस्ट्रेशन बिल्डिंग, चैम्बर, अम्बर-400074 और उसके कारखाने थान जिला—रायगढ़ महाराष्ट्र (एम.एच./8522) (इसके द्वारा जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो हमसे अभिप्राय उक्त स्थापना से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (इसके द्वारा उक्त अधिनियम के नाम से निर्दिष्ट) की धारा 17 की उपधारा (1) के खण्ड (क) के अन्तर्गत छूट प्राप्त करने के लिए आवेदन किया है।

यह केन्द्र सरकार की राय में उक्त स्थापना के कर्मचारियों के लिए तैयार किए गए भविष्य निधि नियमों में भ्रंशदान की दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी भ्रंशदान की दर से कम नहीं है तथा इसके कर्मचारियों को मिलने वाले भविष्य निधि लाभ उक्त अधिनियम तथा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके द्वारा जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उससे अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों से किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है,

अब इसलिए उक्त अधिनियम की धारा 17 की उपधारा एक के खण्ड (क) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए और संलग्न अनुसूची में वर्णित शर्तों के अधीन केन्द्रीय सरकार इसके द्वारा उक्त स्थापना को उक्त स्कीम के सभी उपबन्धों के लागू होने से छूट प्रदान करती है।

अनुसूची

1. उक्त स्थापना से संबंधित नियोक्ता केन्द्र सरकार के द्वारा समय-समय दिए गए निर्देश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खण्ड (क) में उल्लिखित निरीक्षण के लिए सुविधाएँ प्रदान करेगा और ऐसे निरीक्षण प्रभार की प्रशस्यगी प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न छूट प्राप्त स्थापनाओं के संबंध में उक्त अधिनियम और उनके अधीन सृजित उक्त स्कीम के अन्तर्गत देय भ्रंशदान के दर से स्थापना के भविष्य निधि नियमों के अन्तर्गत देय भ्रंशदान का दर किसी समय भी कम न होगा।

2. पेशियों के मामले में छूट प्राप्त स्थापना की स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम हितकर नहीं होगी।

4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों से अधिक लाभकारी है उन पर अपने आप लागू किया जाएगा। उक्त स्थापना के भविष्य निधि नियमों में कोई भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त की पूर्ण अनुमति के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से उक्त स्थापना के कर्मचारियों के हित के प्रतिकूल प्रभाव

होने का संभावना है वहाँ अपनी अनुमति देने से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारियों को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दी जाती तो वे सभी कर्मचारी (जैसे उक्त अधिनियम की धारा 2(च) में निश्चित किया गया है) जो सदस्य बनने के पात्र होते, सदस्य बनाए जाएंगे।

6. जहाँ एक कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी) या किसी अन्य छूट-प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोक्ता उसे निधि का सुरक्षित सदस्य बनाएगा और ऐसे कर्मचारी के पिछले नियोक्ता के पास भविष्य निधि लेखों में संचयों की अन्तर्लिपि कराने और उनके लेखों में जमा करने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा अथवा केन्द्रीय सरकार के द्वारा जैसे भी सामान्य हो, समय-समय पर किए गए निर्देशों के अनुसार भविष्य निधि के प्रवन्ध के लिए नियोक्ता न्यासी बोर्ड को स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड में निर्दिष्ट होगा जो अन्य बातों के होते हुए भविष्य निधि में धार के उचित लेखों और भविष्य निधि से भ्रंशयोगियों और उनकी अभिरक्षा में गैरों के लिए कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेंगे और केन्द्र सरकार द्वारा समय-समय पर जारी किए गए मार्ग निर्देशों के अनुसार कार्य करेंगे। केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी अन्य योग्य लेखा परीक्षक से बातों की दुबारा लेखा-परीक्षा कराये और ऐसे पुनः लेखा-परीक्षा के खर्च नियोक्ता वहन करेगा।

10. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुलन-पत्र के साथ लेखा-परीक्षित वार्षिक भविष्य निधि लेखों का एक प्रति त्रिवार्षिक की समाप्ति के छः माह के अन्दर क्षेत्रीय भविष्य निधि आयुक्त को प्रस्तुत की जाएगी। इस प्रयोजन के लिए भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

11. नियोक्ता प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के भ्रंशदानों की प्राणामी माह की 15 तारीख तक न्यासी बोर्ड को अन्तर्लिपि कर देगा। भ्रंशदानों की विलम्ब से भ्रंशदान करने के लिए समान परिस्थितियों में नियोक्ता नुकसानी देने का उक्त प्रकार उत्तरदायी होगा जिस प्रकार एक न छूट प्राप्त स्थापना उत्तरदायी होती है।

12. न्यासी बोर्ड सरकार द्वारा समय-समय दिए गए निर्देशों के अनुसार निधि में जमा राशियों का निरंतर करेगा। प्रतिभूतिपत्र न्यासी बोर्ड के नाम पर प्राप्त की जाएंगी और भारतीय रिजर्व बैंक के जमा नियंत्रण में अनुसूचित बैंक की अभिरक्षा में रखा जायेगा।

13. सरकार के निर्देशों के अनुसार निर्देश न करने पर न्यासी बोर्ड अलग अलग कम से कम एक बार केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधियों द्वारा लगाए गए अधिक प्रभार का उत्तरदायी होगा।

14. न्यासी बोर्ड एक वस्तु-धोरा रजिस्टर तैयार करेगा और व्याज और बोनस आय की समय पर वसूली सुनिश्चित करेगा।

15. जमा किए गए भ्रंशदानों, निधिपत्र और स्थैक कर्मचारी से संबंधित व्याज को निधि के लिए न्यासी बोर्ड विलंब लेख तैयार करेगा।

16. वित्तीय/लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

17. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पास-बुक जारी कर सकता है। ये पास-बुक कर्मचारियों की अभिरक्षा में रहेगी और कर्मचारियों के प्रस्तुतीकरण पर बोर्ड के द्वारा हस्तक्षेप प्रदान किया जायेगा।

New Delhi, the 16th April, 1987

18. लेखा वर्ष के पहले दिन प्राविश शेष पर प्रत्येक कर्मचारी के लेखों में ब्याज उस दर से जमा किया जाएगा जिसका न्यासी बोर्ड निर्णय करे परन्तु यह उक्त स्कीम के पैरा 60 के अन्तर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

19. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित ब्याज की दर इस कारण से कि निवेश पर आय कम है या किसी अन्य कारण से बढ़ा करने में असमर्थ है तो वह कमी को नियोक्ता पूरा करेगा।

20. नियोक्ता भविष्य निधि की जोरी के कारण, लूट-घसट, धातन, गबन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

21. नियोक्ता और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियां प्रस्तुत करेगा जो समय-समय पर केन्द्रीय सरकार/केन्द्रीय भविष्य निधि आयुक्त निर्धारित करे।

22. उक्त स्कीम के पैरा 69 की शैली पर किसी कर्मचारी की निधि के सवस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में निम्नलिखित संशदानों को जस्त करने की व्यवस्था है तो न्यासी बोर्ड द्वारा निम्नलिखित राशियों का भ्रज से लेखा तैयार करेगा और उसे ऐसे प्रयोजनों के उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त की पूर्ण अनुमति से सुनिश्चित किया गया हो।

23. स्थापना के भविष्य निधि के नियमों में किसी बात के होने पर भी यदि स्थापना के कर्मचारी के सवस्य न रहने पर या उसके अन्य स्थापना में स्थानांतरण होने पर उसकी उदात्त और पेंशन नियमों के अन्तर्गत भदा की जाने वाली नियोक्ता और कर्मचारी की राशि, नियोक्ता और कर्मचारी संशदान को ब्याज सहित उस राशि से कम है जो उसे इस समय प्राप्त होती जब वह उक्त स्कीम का सवस्य होता, तो नियोक्ता सुझावों के रूप में या विशेष संशदान के रूप में राशि का अन्तर भदा करेगा।

24. नियोक्ता, भविष्य निधि के प्रशासन से संबंधित सभी खर्च जिसमें लेखों के रख-रखाव रिटर्न प्रस्तुत किए जाने, राशियों का अन्तरण शामिल है, वह करेगा।

25. स्थापना से संबंधित नियोक्ता निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा और प्रत्येक माह की समाप्ति पर 15 दिन के अन्दर ऐसे निरीक्षण प्रसार भदा करेगा जो समय-समय पर केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3) के खण्ड (क) के अन्तर्गत निश्चित करे।

26. नियोक्ता समुचित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की भाषा में अनुवाद करके स्थापना के बोर्ड पर लगायेगा।

27. "समुचित सरकार" स्थापना की धालू छूट पर और शर्तें लगा सकता है।

28. यदि उक्त अधिनियम के अन्तर्गत स्थापना वर्ग जिसमें उसकी स्थापना प्राती है, पर संशदान की दर बढ़ाई जाती है, नियोक्ता भविष्य निधि संशदान की दर उचित रूप में बढ़ाएगा, ताकि उक्त अधिनियम के अन्तर्गत दिए जाने वाले लाभों से स्थापना की स्कीम के अन्तर्गत दिए जाने वाले भविष्य निधि के लाभ किसी भी प्रकार से कम न हों।

29. उक्त प्रातों में से किसी एक के उल्लंघन पर छूट रह की जा सकती है।

S.O. 1160.—Whereas Messrs. Rashtriya Chemicals and Fertilizers Ltd. Adm. Building Chembur, Bombay-400074 and its factory at Thal Dist. (Raigad) (Maharashtra) (MH/8522) (hereinafter referred to as the said establishment) has applied for exemption under Clause (a) of Sub-Section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas in the opinion of the Central Government the rules of the provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar Character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub section (1) of section 17 of the said Act and subject to the condition specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme

SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the un-exempted establishment and the said Scheme framed there under.

3. In the matter of advances, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. No amendment of the rules of the provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall, before given his approval, give a reasonable opportunity to the employees to explain their point of view.

5. All employees (as defined in section 2(f) of the said Act) who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees' Provident Fund (Statutory) or a provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustees for the management of the provident Fund according to such directions as may be given by the Central Provident fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Fund Organisation inter alia for proper accounts of the receipts into and payments from the provident fund and the balances in their custody.

[संख्या एस-35012/4/87-एम.एस.-2]

ए.के. भट्टराई, अधर सचिव

9. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorised by him.

10. The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the provident fund shall be from the 1st of April to the 31st of March.

12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Schedule Bank under the Credit Control of the Reserve Bank of India.

14. Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

15. The Board of Trustees shall maintain a scrupulous register and ensure timely realisation of interest and redemption proceeds.

16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.

17. The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

18. The Board may, instead of the annual statement of accounts, issue passbooks to every employee. These pass books shall remain in the custody of the employees and shall be brought up to date by the Board on presentation by the employees.

19. The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, then the deficiency shall be made good by the employer.

21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

23. If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purposes as may be determined with the prior approval of the Central Provident Fund Commissioner.

24. Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

25. The employer shall bear all the expenses of the administration of the provident fund including the maintenance of accounts, submission of returns, transfer of accumulations.

26. The employer shall display on notice board of the establishment, a copy of the rules of the fund, as approved by the appropriate authority and as and when amended, together with a translation of the salient points thereof in the language of the majority of the employees.

27. The "appropriate Government" may lay down any further conditions for continued exemption of the establishment.

28. The employee shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.

29. The exemption is liable to be cancelled for violation of any of the above conditions.

[No. S-35012/4/87-SS.II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 20 अप्रैल, 1987

का.प्र. 1161--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार व मैसर्स सिंगरानी कोलियरीज कम्पनी लि., बेलमपल्ली के प्रबंधन से सम्बन्धित नियोक्तों और उनके कर्मचारों के बीच प्रवृत्ति में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पक्ष को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-87 को प्राप्त हुआ था।

New Delhi, the 20th April, 1987

S.O. 1161.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd., Bellampalli and their workmen, which was received by the Central Government on the 8th April, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 7 of 1982

BETWEEN

The Workmen of Singareni Collieries Company Limited, Bellampalli, Adilabad District.

AND

The Management of Singareni Collieries Company Limited, Bellampalli, Adilabad District.

APPEARANCES :

Sri D. S. R. Varma, Advocate and Sri B. Ganga Rao, Chief Vice President, S. C. Workers Union, Bellampalli for the workmen.

Sarvasri K. Srinivasa Murthy, H. K. Saigal and Kuamri G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-21011(10)/81-D.IV(B) dated 15-2-82 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of M/s. Singareni Collieries Company Limited, Bellampalli and their workmen to this Tribunal for adjudication :

"Whether the management of M/s. Singareni Collieries Company Limited, Bellampalli Area is justified.

(i) In not providing alternate employment to 16 Shot Firers of C & D Grade in Mahaveer Khani No. 2 Incline (Statement-A) from 4th to 8th June 1980 and to 31 Shot Firers of C & D Grade in Mahaveer Khani No. 1 Incline (Statement B) from 6th June to 8th June 1980 and in not paying wages for the aforesaid ?

(ii) In not confirming 20 employees (Statement C) w.e.f. the date from which they were continuously acting in higher category for the purpose of increments as has been done in the case of these employees who were confirmed in pursuance of Memorandum of Settlement dated 28-9-1978 ?

If not, to what relief the workmen are entitled ?" This reference was registered as Industrial Dispute No. 7 of 1982 and notices were issued to the parties.

2. In the claims statement filed by the workmen of Singareni Collieries Workers Union, Bellampalli. It is mentioned that the Management of Singareni Collieries Company Limited signed a Memo of Settlement under Section 18(3) of the I.D. Act before the Assistant Commissioner of Labour (Central) on 10th August, 1978 wherein they agreed not to lay-off C&D Grade Shot firer if other workers go on strike and there will be offered alternative employment. During the month of June 1980 there was a strike of coal fillers in Mahaveerkhani 2 Incline from 4th to 8th June 1980 and 16 shot firers (Statement-A) were laid off in Mahaveerkhani 1 Incline from 6th to 8th June, 1980 and 31 Shot-firers being laid off (Statement B); in the month of September 1980 there was a strike of Mining Staff including C & D Grade Shot Firer in Mahaveerkhani 1 Incline for one day i.e. 17-9-1980. Next day i.e. 20th September 1980 coal fillers went on strike and C & D Grade shot firer were not laid off and they were shown alternative work. In this case the Management implemented settlement correctly. But in the above two cases mentioned above the Management followed the same settlement. Moreover during the period of three years in the case of strike by other workers the shot firers were not laid off but they were shown alternative work. So the shot firer, Mining Sirdar and Overman totalling 20 workmen as mentioned in Statement-C working in Bellampalli area at a great loss due to anomalies in fixing of their wages. The Management gave authorisation letters to the shot-firers, Mining Sirdars and Overmen that after passing their examination, the Management extracted work on the basis of their authorisation letters but many persons were not confirmed even after three months as per the Company's Standing Order and their confirmation was delayed for one to two years. Since they were confirmed from the date of authorisation they are put to great suffering in drawing their annual and special increments and other benefits. In all other Mines of the Company the Management promoted the Mining Staff who acted for one year or two years while giving them from the date of acting and their fixation of wages was done retrospectively as

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per Settlement dt. 28th September 1978, but these twenty employees who were Shot-firer, Mining Sirdars and Overman were not given benefit confirmed from the first date of their officiation in a particular grade. So they should also be given promotion from the date of actual officiating in particular grade in accordance with the terms of settlement and their wages should be fixed by giving annual and additional increments from the date when they were continuously acting in higher categories.

3. The Management filed a counter on 7-12-1983. It is mentioned the claim on behalf of the workmen for providing alternative employment to 16 shot firers Grade C & D of Mahaveerkhani 2 Incline and 31 Shot-firers of Grade C & D of Mahaveerkhani 1 Incline related to illegal strikes staged by the workmen in the month of June 1980. In Mahaveer Khani 2 Incline a group of Overman, Mining Sirdar and Shot Firers who are supervisory staff in Mines struck work illegally for two days on 1-6-1980 and 2-6-1980 demanding cancellation of transfer orders of one Chippa Narasiah, Overman in another establishment of the Company, thus paralysing the production in the Mine. When all the coal fillers who constitute primary productive work force of the mine resorted to illegal strike from 4th to 8th June 1980 demanding for regular bus service, the supervisory staff including shot-firer Grade C & D could not be provided alternative employment. The details of the particulars in respect of shot firers Grade C & D for the above period are enclosed in Annexure A.

4. Similarly in Mahaveer Khani 1, Incline shot firer and Mining Sirdars went on illegal strike from 1-6-1980 to 2-6-1980 this lightning strike also was caused by the Mining Supervisory Staff demanding cancellation of transfer orders of Sri Chippa Narasiah, Overman and when all the workmen went on illegal lightning strike the shot firer also joined them and struck work.

5. In these two instances the strike were in contravention of Section 22 of the I.D. Act since coal mining industry is declared as public utility service.

6. It is admitted in accordance with the settlement dated 10-8-1978 to which the Petitioner Union is also a party, the Management agreed not to lay off C&D Grade Shot Firers in Bellampalli area. It was agreed that they will be offered alternative employment.

7. When the Shot firers themselves have gone on illegal strike at Mahaveer Khani 1 Incline between 1-6-1980 and 8-6-1980 and shot firer of MVK 2 Incline struck work illegally on 1-6-1980 and 2-6-1980 due to which the Mines could not be worked. The Mining Staff by resorting to these two strikes prima facie committed breach of the bipartite settlement dated 10-8-1978. Therefore the petitioners claim is not justified but as a gesture of good will the shot firer of MVK Incline who requested conversion of strike/lay off period as leave due to them were also permitted to do so and the leave wages were paid to them. There is no such anomaly in fixation of the wages of 20 employees as mentioned in the claims statement. As per the Settlement dt. 28-9-1978 para 11(d) it is said that "other categories of worker who are continuously acting without any interruption as Shot firers, Sirdars or Overman, as the case may be, for even a year, will be confirmed reckoning their services from the date of such continuous acting for the purpose of increments". This has not applicability to the employees under reference as it refers to acting to these workers who were acting as shot firers, Sirdars or Overman as on 28-9-1978 but not those who were regularised already. The other request of the workers are not tenable. Therefore the petition should be rejected.

7. In this matter Sri B. Ganga Ram, Chief Vice President, S. C. Workers Union received notice on 8-4-1982 and requested time for filing claims statement and after repeated adjournments from the time of registration of this case till 31-10-1983 by which two times two Presiding Officers also were transferred. The claims statement was not filed by the workmen and ultimately they filed claims statement on 31-10-1983. The Management took time from that time onwards and when they were given final notice Sri K. Srinivasa

vakalat on 14-3-1984 for the Management with a counter, and the matter is posted from that time onwards for enquiry.

8. Both sides took time and finally during the time of my predecessor when they were not still ready it was given notice and also posted finally. Then my predecessor was transferred and I took charge as Presiding Officer. Thereafterwards the matter was further dragged on for some more time in view of the delay in the progress of the matter on 28-3-1985, this Tribunal had occasion to terminate the reference as the matter was being dragged on. Then M.P. No. 109/85 dt. 15-6-1985 was filed and the matter was restored back to file and Sri D. S. R. Varma filed vakalat for the workmen. Finally they dragged on the matter for some more time and when a notice was given to both to be ready for enquiry and on 12-12-1985 in the presence of both parties W.W.1 is examined and Exs. W-1 and Exs M-1 and M-2 were marked, they took further time to lead further evidence and on 19-5-1986 the workers examined W.W.2 and marked Exs. W2 to W15 and workmen evidence is closed.

9. Thereafterwards the Management counsel represented by Miss G. Sudha took some more adjournments and from 19-5-1986 to 16-6-1986 and 11-7-1986 and 6-8-1986, 22-9-1986 and 21-10-1986 and 14-11-1986. At that time Sri Ganga Ram filed M. P. No. 453/86 stating that the Management is prolonging the matter and not even evincing any interest in the matter and therefore he wanted the matter to be closed. The Memo is accepted by giving reasons and the evidence of the Management is treated as closed. Finally the workers counsel took time till 3-1-1987 and he argued the matter. For managements arguments if any, it is posted to 7-1-1987.

10. On 7-1-1987 the Management filed Memo M.P. No. 3/87 on 3-1-1987 at 11.30 a.m. in the office stating that in view of the Memo filed in I.D. No. 41/85 they are deferring all their matters including this matter was taken cognisance on 7-1-1987 and posted to 17-1-1987 and the Management filed another Memo M. P. No. 11/87 to the same effect. On oath the Memos which were objected by Sri D. S. R. Varma, a common order is passed on the same day. The same is part of the record. The said memos of the Management were rejected. Hence the Management arguments was treated as closed and reserved for award.

11. W.W.1 is the Chief Vice President of the S. C. Workers Union. With reference to first issue it is his case that these 16 shot firers of C & D Grade in MVK 2 Incline as per Statement were not provided alternative employment and similarly for 31 shot firers of C & D Grade in MVK No. 1 Incline. They too were not provided alternative employment as per Statement-B. According to him the shot firers blast coal and the shot firer of both Inclines C&D Grade did not participate in the said strike from 4th to 8th June 1980. According to him if there are coal fillers and cutters only the shot firers could attend to their normal duties of blasting the Mine. When coal fillers and other workers are not working the shot firers should be given alternative jobs. According to him the custom and practice of giving alternative employment to Shot firers of C&D Grades when they were not able to work due to the reasons beyond their control was in vogue in Kothagudem and Yellandu Mines from inception. It is also his case that as per Raghunath Reddy's Award which came into force in 1973 which recommended alternative employment and accepted. Finally the witness deposed that as per Settlement dt. 10th August 1978 with him as Coal Vice President of the Union they agreed for such alternative employment for shot firers. He marked as Ex. W1. It is his case that contrary to the said practice for the first time the Management refused to provide alternative employment to shot firers and the same is unjust. According to him with reference second issue in the reference the evidence is already marked in I.D. No. 5 of 1982 and he admitted that the Coal fillers who went on strike from 4th to 8th June 1980 of these two Inclines belong to the Union. He denied that these short firers shown in the States A and B participated in the strike of coal fillers during that period. He admitted that shot firers is a statutory posts and shot firers a supervisory staff. He agreed that the Government declared Singareni Collieries Company Limited a Public Utility Service during that period. He said that he did not accept the statement shown in Exs. M-1 and M-2 which he

perus the muster rolls of shot firers for that period were shown Ex. M-1. He stated that he did not accept that those musters shown in Ex. M1 indicating "Yes" against MVK 1 Incline wherein it was shown that the shot firers were on strike. According to him there will be attendance register in the respective Mines indicating the shot firers whether they attended the Mine or not. He denied that Exs. M1 and M2 are copies of Attendance register referred by him for the respective mines. It is suggested to him that himself as well as his Union members including the short firers involved in Issue 1 violated Ex. W1 as such the alternative employee was not given and no wages were paid.

12. W.W.2 is Overman of Goleti I Incline since 1980. According to him after the reference is made the Ministry of Labour by their letter dt. 17-3-1982 forwarded a statement containing A, B and C which were left by omission to be read with part of the reference. So the same is part of the record. According to him he represented that the workers in 'C' except workmen in S. No. 9, 10 and one Gandam Mallesh who is shown at S. No. 14 as Vempathi Mallesh. It is his case that S. No. 14 and 17 are one and the same. So according to him in Schedule C of the reference he is representing only 17 persons out of the twenty persons excluding those two persons. It is his case that the three categories of shot firers Mining and Overmen promotion will be given from the date of first authorisation and the Management also issued a circular on 20th September 1978 stating that those who passed the shot firers test of Grade C examination should be placed in C Grade on the receipt of intimation of success as per Ex. W2. He deposed that he is the Member of the Union and if the Management did not implement Ex. W2 circular in practice they used to correct it or rectify by issuing modifying orders. He mentioned that on Achappa Malliah was not given promotion from the date of receiving intimation in passing Grade C test but the same was rectified by issuing orders that he is eligible for the said promotion from the date of intimation as per Exs. W-3 and W-4. He also quoted in the case of shot firers there is such a promotion to the category from the date of authorisation and he filed Exs. W5, W6 to prove the same. Similarly he cited the case of V. Pappiah who was promoted from the date of authorisation of passing the test as per Exs. W7 and W8. He also cited one P. Gowrishankar being promoted as shot firers Grade D from the date of authorisation under Exs. W9 and W10. He also cited the case of Sri V. Johnson by filing Exs. W-11 and W-12.

13. In the case of Godavari Khani workers also he mentioned that same procedure was followed and all the 58 workmen given promotion from the date of intimation of Grade C as per Ex. W-13. So he filed a statement C showing 17 workmen showing the dates of passing that shot firer test, Mining sirdar test and Overmen test. According to him each of them is entitled for promotion from the respective dates as shown thereunder instead for dates shown by the Management. The same is marked as Ex. W14. He cited the case of G. Rajaiah and also the case of Md. Ankus and Katam Rajam to substantiate him view point in this aspect. According to him all the 17 cases as per chart Ex. W14 they were deprived of promotion from the date of passing or from the date of authorisation as indicated therein. In I.D. No. 5/82 for other workers of Mandamarri and Ramakrishnapur where they were such discrimination was shown by not giving promotion from the date of authorisation, the workers filed the dispute and got the relief. Therefore he wanted that similar reliefs should be given to them. He admitted that he filed all the particulars on behalf of the remaining 16 persons as per the particulars filed by them to him. He admitted that he did not file Settlement dated 28-9-1978 in the Tribunal. He denied the suggestion that this case pertains to those workers who were acting as shot firer, Overman and Sirdas as on 28-9-1978 but not those who were regularised already. According to them they asked for promotion and seniority from the date of authorisation and the settlement dated 28-9-1978 refers to special increment. He admitted that at the time of issuance of Ex. W2 these people were working as officiating Mining Sirdas but not confirmed as such and therefore no rules or Standing Orders for such that all the persons are on higher category should be given promotion from the date of authorisation the witness added that practice which is incremented as per Ex. W-2. He admitted that Exs. W11, W12, W9 and W10 the rest of

the documents are dated after 20-9-1978. He marked Settlement dated 28-9-1978 as Ex. W15. He denied the suggestion that the said standing Ex. W14 is completely wrong in the light of Ex. W15 and that the workers similarly situated in other Mines as shown under Ex. W7 to W13 have no comparison. He denied the suggestion that the principles laid down in I.D. No. 5/82 did not apply to them. According to him the very fact that they are given authorisation would show that there is vacancy.

14. Sri D.S.R. Varma for the workmen at the out set did not press the findings on Issue 1 though WW1 as Union representative deposed on issue 1. According to him though the Management did not adduce evidence on this aspect on Issue 1 he was not questioning the finding on it. The first issue is with reference to providing alternative employment to 16 shot firers of C&D Grade in Mahaveer Khani I incline as per Statement from the respective dates mentioned therein. When the workers counsel did not press for a finding having adduced evidence on it I hold that on the basis of the stand taken by the workmen counsel that the findings on Issue 1 are not pressed and therefore no finding is given.

15. There remains only second issue i.e. regarding the confirmation of 20 employees (Statement-C) with effect from the date from which they were continuously acting in higher category for the purpose of increments as has been done in the case of those employees who were confirmed in pursuance of Memorandum of Settlement dated 28-9-1978 which is marked as Ex. W-15. WW-2 explained that in Statement C serial No. 14 and 17 are one and the same and it is said that the workmen are not representing S. No. 9 and 10. In other words in Schedule C WW2 admitted that they were representing 17 workmen excluding 9 and 10 either S. No. 14 or 17 as the case may be of the 20 employees. In other words the case pertains to the confirmation of 17 employees with effect from which they were continuously acting as shown under Ex. W14. To support this the witness relied upon Exs. W3, W4, W5, W6, W7, W8, W9, W10, W11, and W12 of the Workers wherein their promotions were given from the date of receiving intimation of passing their respective grade tests. Though in or two cases they were promoted later and the same was rectified by subsequent orders giving effect from the date of passing the test. Infact he also filed statement Ex. W13 to show that 58 workers including one Chanduputla Malla Reddy and 57 others workers were given promotion from the date of intimation of passing Grade C test. So on the same analogy he filed a statement with reference to these 17 workmen mentioned in 'C' Schedule under Ex. W14 and asserted on information furnished by them he was filing that Ex. W14 statement and that they are entitled for promotion and seniority from the date of passing. According to him the promotion should be either from the date of passing or from the date of first authorisation which is the usual practice. In the case of G. Rajaiah S. No. 1 he passed the Mining Sirdar Test on 1-5-1977 and he was authorised to act from 1-7-1977 but the Management case date of promotion as Mining Sirdar from 1-10-1978 but he should have been given promotion to the Mining Sirdar either on 1-5-1977 which is the date of passing or 1-7-1977 which is the date of first authorisation. He pointed out that in case of S. Nos. 2 and 3 and 6 also their promotions were not given from the date of passing or from the date of first acting and they were given a different date of promotion as Overman. According to him all these 17 workers were deprived of promotion from the date of passing or from the date of authorising as indicated therein. He mentioned that in I.D. No. 5 of 1982 for other workers of Mandamarri and Ramakrishnapur there was similar discrimination by not giving promotion from the date of authorisation, the workers filed the dispute and got the relief. The management suggested in the cross examination that I.D. No. 5 of 1982 the principle and facts laid down in I.D. No. 5 of 1982 do not apply to this case but they did not substantiate the same. Ex. W2 would show that as per para 64 of the National Coal Wage Agreement shot Firers having Mining Sirdar Certificate, Valid Gas Testing Certificate and First Aid Certificate will also be placed in Grade-C but will be designated as Shot Firers only. It is further mentioned that the practice obtaining in different Areas have been examined and it has been decided to place Shot Firers who passed Mining Sirdars Examination should be placed in Grade-C immediately on receipt of intimation of their success as per the Joint Director of Mines (Safety) even

their services are not received from the Mines Department. However past cases need not be reopened. Now Ex. W13 is a case where Shot Firer Grade D who passed the Mining Sirdar Examination as indicated by D.D.M.S. dated 30-1-1982 are provisionally promoted as Shot Firers Grade C pending the receipt of Mining Sirdars Certificate with effect from 1-2-1982. So the Singareni Collieries Company Limited, Ramagundam Collieries by their office order dated 28-7-1982 implemented in the case of Short firer Grade D who passed the Mining Sirdar examination provisionally as Short Firer Grade C with effect from 1-2-1982 i.e. from the date of passing the Mining Sirdar Examination. So it is not a case where the Singareni Collieries can discriminate workers working in different Mines from such promotional orders to be given. It amounts to discrimination it is a Public Utility Service so in all these 17 cases the Management could not substantiate that the particulars given in the chart regarding the date of passing and date of authorisation or date of promotion there were any mistakes in the chart given by the workmen. On the other hand the management after taking adjournments and also taking their own time did not adduce evidence for the reasons best known to themselves and they could not say how this matter is different from I.D. No. 5 of 1982 for deciding their promotions and seniority with reference to the confirmation. It is admitted that these 17 persons are working continuously acting in higher category even according to the management from the date of passing or from the date of first authorisation as the case may be. Infact Ex. W15 Settlement dated 28-9-1978 would show under clause 11(d) with reference to the Mining Staff other categories of Workers who are continuously acting without any interruption as Shot Firer, Mining Sirdars or Overmen as the case may be for over a year will be confirmed reckoning their service from the date of such continuous acting for the purpose of increment. So after the promotion is made the increments are being given as per Ex. W15. As per the evidence of WW2 it is not the dispute of the workmen that they are not given increment as per Ex. W15. Infact Ex. W15 is got filed by management in cross examination of WW2. Their main dispute is that they are not promoted from the date of first authorisation. This is the primary question, once this is decided properly Ex. W15 can be implemented for the purpose of increments.

16. So if Ex. W15 is to be correctly implemented as admitted by the Management. What is the date of promotion to be calculated for the purpose of increments in these cases of 17 workmen. For all these categories of Shot Firer, Mining Sirdars and Overmen shown in Ex. W2 which is otherwise known as Ahuja circular dated 20th September, 1978 as per Para 6.4 of National Coal Agreement, the Shot Firer having Mining Sirdar Certificate etc., will be placed in the Grade C but they will be designated as Shot Firer only and as per the practice obtaining in different areas which was decided to place the Shot Firer who passed the Sirdar Examination in Grade C immediately on receipt of intimation of their success. In other words mere intimation of successes is enough for placing them in Grade C and Ex. W3 to W12 and W13 are very many instance to show that this practice mentioned in Ex. W2 that they were being promotion from the date of intimation of successes is followed as a uniform practice in Singareni Collieries. Infact Ex. W13 would show that in Godavari Khani the same practice is followed for 58 employees enmass and it is given from back date. Ex. W14 is a statement prepared by these workman for these 17 workers concerned in Issue 2 of the reference that they should be given promotion from the date of authorisation and as they were acting continuously in higher category and oral evidence is undisputed and un rebutted on this aspect. Infact in I.D. No. 5 of 1982 also as referred by both parties similar relief was given by this Tribunal. So the contention of the management that Ex. W15 Clause 11 is only for the purpose of increments and not for promotion is not proper and the same cannot be applied to these workers in the light of Ex. W2 and W3 to W13 and the adjudication award in I.D. No. 5 of 1982. I therefore, hold that these 17 employees except S. Nos. 9, 10, 14 or 17 as the case may be of 'C' Schedule who are continuously acting in higher category for the purpose of increments should be confirmed from the date of first authorisation for the purpose of seniority and increments even though they are entitled for such benefits under Ex. W2 for such reliefs from the date of intimation of success

of passing the respective tests Issue 2 is answered in favour of the workmen.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 17th day of February, 1987.

INDUSTRIAL TRIBUNAL

Appendix of Evidence

Witnesses Examined

Witnesses Examined

for the Workmen :

for the Management :

W.W.1 B. Ganga Ram.

NIL

W.W. 2 G. Rajaiah

Documents marked for the Workmen :

Ex. W1 True Copy of the Memorandum of Settlement under Section 12(3) of the I. D. Act, 1947 between the Management of Singareni Collieries Company Limited, Bellampalli Area and the workmen represented by Singareni Collieries Workers Union, Bellampalli arrived on 10th August, 1978.

Ex. W2 Photostat copy of the Order dt. 20-9-78 with regard to allotment of Grade 'E' to Shot Firers who passed Sirdar's Examination issued by the General Manager S.C. Co. Ltd., Kothagudem Collieries.

Ex. W-3 Photostat copy of the proforma of promotion with regard to shot firers.

Ex. W-4 photostat copy of the Office Order dt. 16-18/3/79 issued to Biyyala Mallaiah by the Additional General Manager BPA Bellampalli, Adilabad Dist. (A.P.)

Ex. W-5 Photostat copy of the Form of Appointment of competent persons under Coal Mines Regulations 1957 dt. 1-3-81 issued to Matte Balaraj by the Colliery Manager, K.K.5A Incline.

Ex. W6 Photostat copy of the Promotion order dt. 9/11-5-1981 issued to Matte Balaraj by the Additional General Manager, Mandamarri and Ramakrishnapur Area, S.C. Co. Ltd., P.O. Kalyanikhami,

Ex. W7 Photostat copy of the Sirdar's Certificate dt. 20-9-82 issued to Valipi Reddy Papaiah by the Chairman of the Board of Mining Examination.

Ex. W8 Photostat copy of the promotion order dt. 7/10-6-1982 issued to Valipireddy Papaiah by the Additional General Manager, Mandamarri and Ramakrishnapur Area S.C.Co. Ltd., P.O. Kalyanikhami.

Ex. W-9 Photostat copy of the Form of appointment of competent persons under coal mines regulations 1957 issued to P. Gouri Shankar by the Manager.

Ex. W10 Photostat copy of the promotion order dt. 6-5-79 issued P. Gaurishankar by the Additional G.M.M. & RKP, S.C.Co. Ltd., Kalyanikhami.

Ex. W11 Photostat copy of the Form of Appointment Competent persons under Coal Mines Regulations 1957 dt. Nil, issued to V. Johnson by the Colliery Manager.

Ex. W12 Photostat copy of the promotion order dt. 5/6-5-1979 issued to V. Jhonson by the Additional G.M.M. & R.K.P. S.C. Co. Ltd, Kalyanikhami

Ex. W13 Photostat copy of the promotion orders dt. 28-7-82 issued to Sarvasri Chandugupta Malla Reddy and 57 others by the Executive Director, S.C. Co. Ltd., Ramagundam Collieries, Godavari-khami.

Ex. W14 Copy of the Service particulars and anomalies of the concerned workmen in this dispute.

Ex. W15 True copy of the Settlement arrived at under Section 12(3) of the I.D. Act, 1947 on 28-9-78 at Kothagudem in the Industrial Dispute between the Management of Singareni Collieries Company Limited and their workmen represented by (1) Singareni Collieries Workers Union and (2) Tandur Coal Mines Labour Union, over a charter of demands.

Documents marked for the Management

Ex. M11 Muster particulars of Mining Sirdars and S.F.C. D. from 1-6-80 to 9-6-80.

Ex. Letter dt. 21-7-81 addressed to P.O., B.P.A. by the Colliery Manager, M.V.K. 2 Incline with regard to Muster particulars of Overmen, Mining Sirdars, Shot firers from 1-6-80 to 9-6-80.

Dt. 25-2-87.

J. Venugopala Rao, Industrial Tribunal

{No. L-21011/10/81-D.IV (B)}

का. ग्रा. 1162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में उक्त अधिनियम की धारा 33क के अधीन शिकायत के संबंध में केन्द्रीय सरकार व सी. एम. पी. डी. आई. लि. रांची के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम न. 2 धनबाद के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 8-4-87 को प्राप्त हुआ था।

S.O. 1162.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad in respect of a complaint under section 33A of the said Act filed by Sri Dukhay Mahto, Watchman against the management of Central Mines Planning and Design Institute Ltd., Ranchi which was received by the Central Government on the 8-4-87.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Complaint No. 2 of 1984

(Arising out of Ref. No. 8 of 1983)

In the matter of an application under Section 33A of the I.D. Act, 1947

PARTIES:

Shri Dukhan Mahato, Watchman, CEMPDIL, Drilling Camp., Tandwa, C/o General Secretary, National Coal Workers Association, Gondwana Place, Kanke Road, Ranchi-834008. ...Complainant.

Vrs

1. Employers in relation to the management of Central Mines Planning and Design Institute Ltd. (CEMPDIL), Gondwana Place, Kanke Road, Ranchi-834008 through its Chairman/Managing Director.

2. Regional Director, R.I. 3, Central Mine Planning and Design Institute Ltd., Darbhanga House, Ranchi-834001. ...Opp. Parties.

APPEARANCES:

On behalf of the complainant: Shri B. Joshi, Advocate.

On behalf of the Opp. Parties: Shri R. S. Murthy, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 31st March, 1987

AWARD

This is an application under Section 33A of the I.D. Act, 1947 filed by the complainant Shri Dukhan Mahato of CEMPDI, Drilling Camp against M/s. CEMPDI, Gondwana Place, Kanke Road, Ranchi and another.

The case of the complainant is that during the pendency of Ref. No. 8/83 pending before this Tribunal, the Opp. Parties in contravention of Section 33(1) and 33(2)(b) of the I.D. Act dismissed the complainant from service for alleged misconduct arbitrarily and without any authority and jurisdiction in terms of Office Order dated 20-2-84 thereby altering to the prejudice and detriment of the complainant the conditions of service and legal rights available to him immediately before the commencement of the proceedings. The complainant is a workman concerned in the Industrial Dispute specified at Item xii, xiii and xiv of Ref. No. 8/83 which are as follows:—

Item No. xii

"Whether the demand of the workmen of CEMPDI, Ranchi for twice the normal wages as overtime to work on the weekly rest day of the establishment is justified? If so, to what relief and from what date the workmen are entitled?"

Item No. xiii

"Whether the demand of the workmen of Drilling Camp in CEMPDI, Ranchi for the payment of Camp Allowance is justified? If so, to what relief and from what date of the workmen are entitled?"

Item No. xiv

"Whether the management of CEMPDI, Ranchi were justified to curtail the 18 number of traditionally available Festival/National Holidays? If not, to what relief the employees are entitled?"

The Opp. Party did not seek permission of the Tribunal as required under Section 33(1)(b) of the I.D. Act before dismissing him for the alleged misconduct. The Opp. Parties also did not comply with the provisions of proviso of Section 33(2)(b) of the I.D. Act. The complainant discharged his normal duties upto 22-2-84 and it was on that day when the dismissal order terminating his services with retrospective effect from 20-2-84 was delivered to him. The said dismissal is invalid in law and it cannot be said that the said dismissal has terminated the relationship of employer and employee between the parties. The complainant on that account alone is entitled to be reinstated with continuity of service and back wages.

The complainant was appointed as General Mazdoor Cat. I by the Chief of Geology and Drilling vide order dated 20-12-1976 and was posted at Kella Drilling Camp and he continued to be employed on duties and responsibilities of a watchman. He was designated as Watchman in terms of Order dated 20-12-78. In the night between 31-8-79/1-9-79 the complainant was on duty at a dark and desolate place. The sky was overcast with thick clouds. The complainant noticed some movement and as caution he shouted "Thief" "Thief" but even after repeated shouts it went unheeded. The complainant apprehended the approaching shadows as thieves and hit with his lathi. The lathi hit the man in front who happened to be Shri R. K. Makhijani, Senior Geologist. The complainant realised it only when the other person Shri L. S. Kalisi accompanying him called out. The complainant realised his mistake and begged for pardon. If the official had cared to respond to the shouts of the complainant, the occurrence could have been averted. Shri Makhijani threatened the complainant to dismiss him with immediate effect.

Shri Makhijani instituted a Police case on 1-9-79 against the complainant in respect of the said assault. The Police after necessary enquiry submitted final report as the Police found the allegation to be unfounded and baseless. Shri Makhijani on return from the Police station after filing the FIR issued chargesheet on 1-9-79 against the complainant and also suspended him with effect from the same date. The complainant was asked to show cause as to why the disciplinary

action amounting to even dismissal from service of CEMPDI, should not be taken against him. The complainant specifically denied the allegation and submitted his explanation on 7-9-79 stating that no charge was liable to be framed against him as he did not commit any misconduct. Shri Makhijani directed the complainant to appear before him alone for personal hearing vide letter dated 11-9-79 to which the complainant submitted his reply as the said direction was unlawful. After suspension, chargesheet and institution of Police case the Opp. Party No. 2 namely Regional Director RI-3 CEMPDI, Ranchi caused a preliminary enquiry. Consequently upon the said preliminary enquiry Shri Makhijani was transferred to Ranchi and the complainant was transferred to Kuju Drilling Camp after revoking his suspension order. Opp. Party No. 2 appointed Shri B. Tripathi, Dy. Chief of Geology and Drilling to hold an enquiry into the charges against the complainant. Opp. Party No. 2 was neither appointing authority nor the disciplinary authority of the complainant. The chargesheet was issued out of malice in terms of standing orders of NCDC which was a total nullity. The said standing orders was not applicable to the complainant. Shri B. P. Singh, Sr. Personnel Officer, Central Coalfields Ltd. was appointed the management's representative in the said enquiry. He was a legally trained persons Shri B. P. Singh was replaced by Shri Pandit Choudhury, Senior Personnel Officer and he was also replaced by Shri B. N. Akhouri, Dy. Personnel Manager. Finally Shri B. N. Akhouri was also replaced by Shri B. P. Verma, Dy. Chief Mining Engineer. The complainant sought permission to be represented by a Lawyer in the enquiry in view of the intricate point of law involved. From the very outset Shri S. K. Verma, the enquiry officer adopted a hostile attitude towards the complainant casting the onus of proof of innocence on the complainant. He refused to record the relevant objection raised on behalf of the complainant. The papers submitted by the management were admitted in the evidence and valid and relevant objections raised by the complainant were refused to be recorded by the enquiry officer. The enquiry officer rigorously cross-examined the defence witness. The complainant participated in the enquiry under protest as the enquiry officer had ruled out all the objections raised by the complainant. The enquiry officer assumed the role of judge and prosecutor. Before the commencement of each enquiry sitting the enquiry officer conducted close door sessions with the management's representative and prosecution witnesses and the senior Geologist. He failed to conduct a fair and reasonable enquiry. The medical certificates produced by the management were deliberate fabrication. The evidence tendered by the management's witnesses were inconsistent, contradictory and unreliable. The management failed to prove that the complainant was sleeping on duty and that the complainant had committed misconduct of assault on Shri Makhijani. The finding of the enquiry officer are perverse. Even assuming that the allegation of misconduct against the complainant had been established the extreme penalty of dismissal from service is not called for and is quite disproportionate. The maximum penalty that can be imposed is withholding of 2 increments. No Officer below the rank of Chairman/Managing Director can exercise disciplinary authority on workmen governed under the Standing Orders. The Senior Geologist nor the Regional Director RI-3 can legally exercise powers of disciplinary authority in respect of the complainant. Under the circumstances the complainant is entitled to be reinstated with back wages and continuity of service after setting aside the order of dismissal.

The case of the Opp. Party is that complaint is not maintainable. The Tribunal has no jurisdiction to entertain the complaint. The complainant is not a workman concerned in Ref. No. 8 of 1983 and on this ground also the complaint is not maintainable. The complainant was dismissed from service vide Office order dated 20-2-84. There was no contravention of Section 33(1) or 33(2)(b) of the I.D. Act. The contention of the complainant that Section 33(1) of the I.D. Act is attracted in his case is frivolous. In terms of the condition of service of the complainant he was liable to be dismissed for misconduct. The complainant is not a workman concerned in the industrial dispute specified at Item No. XII, XIII and XIV or any other item of Reference No. 8 of 1983. The complainant was employed at the relevant time in a drilling camp of CEMPDI at Tandwa in the district

of Hazaribagh. The CEMPDIL had its head office at Ranchi and it has drilling camps and other establishments at different places in the country. The industrial dispute in Ref. No. 8/83 relates to a dispute between the employers of CEMPDIL, Gondwana place at Ranchi and their workmen. It has nothing to do with the employees in the other establishment of CEMPDIL. The complainant was all along employed in a drilling camp under the Regional Institute No. III located far away from Gondwana place. The complainant is therefore not a workman concerned is Ref. No. 8/83 pending before this Tribunal. Item No. 12 relates to the employees of CEMPDIL at Gondwana place at Ranchi and not to any employee in any drilling camp. No demand had been made by the sponsoring union when the dispute was raised before the conciliation officer that any such benefit as envisaged in the item should be extended to the employees of the drilling camps of CEMPDIL and at any rate no reference was made in respect of Tandwa drilling camp. Item No. XIII makes no reference to watchman and it makes reference to workmen of drilling camp in CEMPDIL, Ranchi and not any other place. There is no drilling camp at Ranchi and as such the complainant is not covered under Item No. XIII. Item No. XIV makes reference to the employees of CEMPDIL at Ranchi and not to any employee in any other establishment. The complainant had never enjoyed 18 Festivals/National Holidays and as such there was no question of curtailing the same. The complainant enjoyed only 7 festival/National holidays per year and this number was increased to 8 per year under NCWA-III, and as such the complainant is not concerned under item No. XIV also. Section 331(b) or Section 33(2)(b) of the I. D. Act is not attracted in the case as the complainant is not a workman concerned in Reference No. 8/83.

The nucleus for CEMPDIL which was established in 1974 after the Nationalisation of the Coal Mines and the formation of the Coal Mines Authority Ltd. in 1973 as one of its wings constituted the employees drawn from the erstwhile NCDC Ltd. which is now CCL. The said CCL and the CEMPDIL are subsidiaries of Coal India Ltd. which was constituted as holding company with effect from 1-11-75 replacing the erstwhile Coal Mines Authority Ltd. The question of framing standing orders for the entire coal industry including the CEMPDIL was under the consideration of the JBCCI for the Coal industry since 1976. The Bipartite committee is a collective bargaining Forum of Coal Industry at National level. It had constituted a subcommittee for preparing a draft of standing orders which was done but the matter remained pending before the JBCCI. Even now NCWA-III finalised by JBCCI lay down that any standing orders would be framed by the JBCCI for the entire Coal industry. Considering the situation and as an interim arrangement the board of directors of CEMPDIL decided that the Standing Orders as applicable to the NCDC would also be applicable to employees of CEMPDIL. The Model Standing Orders as applicable to the Coal Mines of erstwhile NCDC Ltd. are more or less identical to the Model Standing Orders for the establishment in coal mines forming part of Industrial employees (SO) Act. Thus the action taken by the management in the present case is perfectly legal and valid.

The complainant was deployed/deputed for duty as Watchman at the site of supply Pump No. 2 at Tapin which is at some distance from CEMPDIL drilling camp Kedla. A water Supply pump intended for pumping water from Tapin to the drilling site was installed and for its protection a watchman was posted on duty in three eight hours shift round the clock. On 31-8-79 the complainant was scheduled for duty from 12 noon mid night till 8 A.M. on the following morning. The Kedla drilling camp as well as site of the supply pump No. 2 at Tapin were under the charges of Shri R.K. Makhijani, Sr. Geologist. As the head of the drilling camp Shri Makhijani was required to do surprise check even at night regarding his workers being on duty. Even earlier the complainant was found to be irregular and unpunctual and was issued with memos for negligence of his duties and sleeping during the duty hours. At 3 A.M. on 1-9-79 Shri Makhijani accompanied by Shri L.S. Kalsi went for a check on the watchman on duty at the site of supply Pump No. II of Tapin. At that time the complainant Dukhan Mahato was scheduled on duty. The Complainant was found sleeping on a cot inside the tent near the supply pump by Shri Makhijani and Shri Kalsi. A

lantern was burning at the entrance of the tent. Shri Makhijani and Kalsi approached the tent and observed the complainant for sometime and called out his name. After a while the complainant woke up and he was asked by the 2 officers as to why he was sleeping on duty. Thereupon the complainant became furious and attacked Shri Makhijani with iron as a result of which Shri Makhijani received injuries on his head and his hands. The complainant deliberately and with malicious intention had assaulted Shri Makhijani. The complainant did not beg pardon on realising his mistake. The complainant was chargesheeted for the alleged occurrence and complainant submitted his explanation to it. Shri Makhijani had also reported the matter to the Police on 1-9-79. A criminal case filed before the police had nothing to do with the domestic enquiry as the scope and purpose of criminal trial are entirely different from the domestic enquiry. There was no preliminary enquiry held prior to the issuance of the chargesheet against the concerned workman. The Opp. Party No. 2 has applied his mind when he ordered for holding a domestic enquiry by appointing Shri B. Tripathi as the enquiry officer. Shri Makhijani, Sr. Geologist as the head of the Drilling Camp was in the position of the Manager and also the Agent of the owner and as such he was a competent authority for the proper enforcement of the Standing Orders. Vide Section 2(h) of the Mines Act the Manager is the appointing authority for all persons employed in the Mines. The Regional Director, Regional Institute No. III had also ratified the chargesheet issued by Shri Makhijani. The Regional Director has been delegated the disciplinary powers in respect of the workers like the complainant working under their administrative control. There was no malafide on the part of the management or the enquiry officer against the complainant. Ample evidence was produced in the enquiry to prove the misconduct by the complainant for which he was dismissed. The Complainant and his co-worker fully participated in the enquiry and the management's witnesses were examined in their presence and they had also cross-examined the management's witnesses. The complainant examined two witnesses in his defence before the Enquiry Officer. The complainant himself admitted in his explanation to the chargesheet that he had assaulted Shri Makhijani. The medical certificate only supports the facts that Shri Makhijani had received the injuries which was inflicted by the complainant. The medical certificate shows the details of the injury received by Shri Makhijani and it is a genuine documents. The finding of the enquiry officer are fully supported by the evidence produced before him. There is no infirmity whatsoever in the finding of the enquiry officer. The gravity of the misconduct proved against the complainant was so serious that there is every justification for passing the order of his dismissal from service. Sr. Geologist Shri Makhijani, Regional Director, RI-III, Director (T) and the Chairman/Managing Director were all competent to dismiss the complainant from service. The dismissal of the complainant was approved by the Regional Director, RI-III, Director (T) and the Chairman-cum-Managing Director also. The action taken by the management in terminating the services of the complainant is fully justified and there is no justification whatsoever for interfering with the same.

The points for consideration in this case are (1) whether the dismissal of the complainant has been made contrary to the provision of Section 33 of the I.D. Act and (2) whether the dismissal of the complainant is justified on its merit.

Before giving any relief to the complainant under Section 33A of the I.D. Act it has to be first seen that there has been a contravention of the provision of Section 33 of the I.D. Act as the contravention of the provision of Section 33 of the I.D. Act is the foundation for the exercise of the powers to adjudicate upon the dispute. It has been submitted on behalf of the complainant that his dismissal has been made contrary to the provision of the Section 33-A of the I.D. Act as the Opp. Parties in contravention of Section 33(1) and 33(2)(b) of the I.D. Act dismissed the complainant from service for the alleged misconduct vide office order dated 20-2-84. It is further submitted that the complainant is a workman concerned in the industrial dispute in respect of Item No. XII, XIII, and XIV of Ref. No. 8/83 which is pending in this Tribunal. Section 33(2)

(b) provides that during the pendency of any industrial dispute pending before the Tribunal no workman for any misconduct not connected with the dispute can be dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. Admittedly Ref. No. 8/83 is pending disposal in this Tribunal since 28-1-83 and during the pendency of the said industrial dispute the complainant was dismissed from service on the charge of misconduct with effect from 20-2-84. It is the admitted case of the parties that no approval for the dismissal of the complainant was taken by the employer as contemplated under Section 33(2)(b) of the I.D. Act. Thus, it appears that the complainant was dismissed from service on the charge of misconduct after holding an enquiry without the approval of this Tribunal when admittedly Reference No. 8/83 was pending for disposal.

It has been submitted on behalf of the Opp. Party that the complainant is not a workman concerned in the industrial dispute raised in Ref. No. 8/83. The complainant has stated in para-2 of his complainant petition that he is a workman concerned in respect of Item No. xii, xiii and xiv of Ref. No. 8/83. Item No. xii of Reference No. 8/83 relates to the demand of the workmen as to whether the workmen of CEMPDIL, Ranchi for twice the normal wages as overtime to work on the weekly rest day of the establishment is justified. Item No. xiv is in relation to the matter whether the management of CEMPDIL, Ranchi were justified to curtail 18 traditionally available festival or National holidays. I will deal with these two items together as they are interconnected. According to the Opp. Party these two demands refer to the establishment of CEMPDIL, Ranchi and not in the other establishment of CEMPDIL, Ranchi situated at other place. The complainant had never worked in CEMPDIL Ranchi and he had always worked in the Drilling camp established outside, Ranchi. On the basis of this fact it is submitted that Item No. XII and Item No. XIV of the schedule of the order of reference No. 8/83 is not in connection with the complainant who is a workman of establishment other than CEMPDIL, Ranchi. In support of the case, the Opp. Party has examined MW-3 Shri B. N. Akhauri, Personnel Manager, CEMPDIL at Ranchi, Head Office. He has stated that the complainant Dukhan Mahato had never worked in CEMPDIL, Ranchi. He has stated that CEMPDIL had drilling camps throughout India and there is no drilling camp at Ranchi. He further states that the workers in the drilling camp working on weekly rest days get double the wages but the workers at the headquarters at Ranchi do not get double the wages for working on the weekly rest days. His evidence further shows that there are 18 paid holidays in CEMPDIL at Ranchi and that in CEMPDIL drilling camp the workmen (including the complainant) are getting 8 paid holidays and formerly they were getting only 7 paid holidays. On the basis of the said evidence it is submitted that the demand in item No. XII that the workmen of CEMPDIL, Ranchi for twice the normal wages as Overtime to work on the weekly rest days of the establishment is a demand which is confined to the establishment of CEMPDIL Ranchi. Admittedly the workmen at the drilling camp working on weekly rest days get double the wages. It appears therefore that Item No. XII is a demand of the workmen of CEMPDIL, Ranchi for twice the normal wages as overtime to work on the weekly rest days of the establishment and it cannot be the demand in respect of the workmen working in the drilling camps as the workers in the drilling camp working on weekly rest days are already getting double the wages as overtime.

The demand regarding the justification to curtail 18 number of traditional available festival/National holidays in item No. XIV also appears to be a demand in respect of the workmen of the establishment of CEMPDIL at Ranchi. This demand cannot be in respect of the complainant and other working in drilling camp as they are getting only 8 paid holidays and that the management was not curtailing the 8 days paid holidays of the workmen of the drilling camp. The complainant and others working in the drilling camp are covered under the Mines Act, Wage Board Recommendation, Vol. I at page 127 fixed the number of holidays

for colliery workers as 7 days. NCWA-I para 7.2 provides that existing holidays were to continue. In NCWA-II, the workers of the mines were given 7 days holidays and under NCWA-III one day paid holidays was increased and thus the workers of the mines were getting 8 days paid leave. If the workmen working in the establishment at the drilling camp were to get only 8 days paid holidays and they were not getting 18 holidays in a year there was no question of curtailment of their leave of 8 days. Item No. XIV therefore appears to relate to the workmen of the establishment CEMPDIL, Ranchi headquarters as they were getting 18 holidays in a year.

Item No. XIII of Reference No. 8/83 deals with the matter whether the demand of the workmen of drilling camp in CEMPDIL, Ranchi for payment of camp allowance is justified. Para 5(b) of the W.B. of the Opp. Party states that there is no drilling camp at Ranchi and therefore the complainant is not covered under this item also. If there is no drilling camp at headquarters of CEMPDIL, Ranchi there could be no demand for payment of camp allowance to the workmen working at the headquarters, of CEMPDIL. It appears therefore that Item No. XIII relate to the demand of the workmen of the drilling camp for the payment of camp allowance working in different drilling camps and it does not relate to the workmen of the headquarters of CEMPDIL as admittedly there is no drilling camp at Ranchi. It is clear therefore that Item No. XIII relate to all workmen working in drilling camp of CEMPDIL.

It has been submitted on behalf of the workmen that some of the demand made in Ref. No. 8/83 are of general type concerning all the workmen working in CEMPDIL and some of the demand are of specific type relating to the specific workers of the headquarters of CEMPDIL. Admittedly drilling camps in CEMPDIL, Ranchi is existing in all the mines MW-3 in the first line of his cross-examination has stated that all the drilling camps are controlled by the headquarters at Ranchi. It appears therefore that the workmen had made the demand in respect of the workmen of the drilling camps situated at different places as they are controlled by the headquarters of CEMPDIL at Ranchi. Item No. XIII is in respect of camp allowance to the workmen of the drilling camp so it is a general issue and the demand in respect of all the workmen of CEMPDIL, Ranchi.

I have discussed above about Item No. XII and XIV of the reference to show that those demand on the face of it relate to the demands of the workmen who are working at the headquarters of CEMPDIL at Ranchi. It has been submitted on behalf of the complainant that even those two demands namely Item No. XII and XIV relate in general to all the workmen of CEMPDIL including the complainant. MW-3 has stated in his cross-examination that under the condition of service a workman can be transferred from one place to another. He wanted to show by his evidence that a person from drilling camp cannot be transferred from the headquarters and vice versa. His evidence further shows that no specific provision has been made in the service conditions that a workman working in the drilling camp cannot be transferred to the headquarters or vice versa. The case of the complainant is that the workmen from the drilling camps can also be transferred to the headquarters and as such the demand in Item No. XII and XIV regarding the payment of twice the normal wages as overtime to the workmen as weekly rest days to the establishment and curtailment of the 18 days the festival holidays affect the workmen working in the drilling camp if they are transferred from the drilling camps to the headquarters and thus Item No. XII and XIV of the reference concerned the complainant and other workmen of the drilling camp as a whole the said submission appears to be substantial.

Considering all the facts and evidence in the case I hold that the complainant is a workman concerned in Ref. No. 8/83 in respect of item No. XII, XIII and XIV. As the complainant has been dismissed from service during the pendency of reference No. 8/83 the dismissal of the complainant is contrary to the provision of Section 33 of the I.D. Act. Admittedly no approval of the action of the employer for the dismissal of the complainant was taken from this Tribunal where Ref. No. 8/83 is pending for disposal.

Now we have to decide on the merit of the case whether the dismissal of the complainant is justified. By order dated 25-7-86 I have already held on the preliminary issue that the domestic enquiry held against the complainant into the charges framed against him were fair proper and in accordance with the principles of nature justice. In an enquiry under Section 33-A of the I.D. Act a workman cannot succeed in obtaining order of reinstatement merely by proving contravention of Section 33 by the employer. An enquiry under Section 33A is not confined only to the determination of the question as to whether the alleged contravention by the employer of the provision of Section 33 has been proved or not. The duty is cast upon the Tribunal in such a case to deal not only with the question of contravention of section 33 of the I.D. Act but also with merits of the order of dismissal. I have already decided above regarding the question of contravention of Section 33 of the I.D. Act by the management as no approval of this Tribunal was taken for the dismissal of the complainant during the pendency of Ref. No. 8/83 in which the complainant was a workman concerned. Ext. M-1 is the chargesheet dated 1-9-79 issued to the complainant Dukhan Mahato. The complainant has been charged for gross misconduct under clause 17 of the Certified Standing Orders of NCDC Ext. M-71 by which the complainant was governed and the charges are as follow :—

“(a) that on the night of 31-8-79/1-9-79 at about 3 AM the undersigned along with Shri L.S. Kalsi, Sr. Driller went to your duty site and found you sleeping inside the tent although you were on duty at the Pump from 12 (night) on 31-8-79 in third shift at Tapin North block No. 23.

(b) After a few minutes of observation, both officers tried to wake you up. When you awoke, we asked you who you were sleeping while on duty. You said you had not been sleeping. Then we replied that we had been watching for some minutes in the light of lantern. After that you became furious and attacked the undersigned with a lathi, and caused profuse bleeding from the head and other injuries on the both hands. You also shouted and instigated others to commit the said violent act.”

Ext. M-2 is the reply of the complainant to the chargesheet. It is stated by the complainant in Ext. M-2 that in the darkness he could not guess that the two persons stealthily approaching the pump site were his superiors. He stated that instead of responding to his shouts they tried to carry away the lantern and wringes and hence his apprehensions became serious and when there was no response to his repeated shouts he took the two persons as thieves and charged them. The said act at best was an error of judgement by the complainant in the darkness. It will thus appear from the reply of the complainant to the chargesheet that he had charged and assaulted Shri R. K. Makhijani in the alleged night of occurrence. The only plea raised by the complainant was that he had charged and assaulted due to error of judgement as he thought Shri Makhijani and his associate as thieves. It is admitted case of the complainant that he had participated in the domestic enquiry along with his co-worker Shri Mathews, Exe. M-63 is the enquiry proceeding. The management (Opp. Party) examined Shri R.K. Makhijani and Shri L.S. Kalsi, Sr. Driller on occurrence and further examined Dr. N.M. Mahanty, Sr. Medical Officer of Kedia North to prove the injuries on the person of Shri R.K. Makhijani. The complainant also examined Shri Ramutar and Shri Bindeswari Rai, General Mazdoor in his defence before the enquiry officer. It will appear that each page of the proceeding is signed by the complainant and his co-worker. It is clear therefore that the enquiry proceeding was held in presence of the complainant and his co-worker and that the complainant and his co-worker had cross-examined all the 3 management's witness and they had also examined two witness in defence. So far assault on Shri Makhijani on the alleged day of occurrence by the complainant is concerned it is almost an admitted fact. It appear from the evidence of Shri Makhijani and Shri Kalsi that they had accompanied at the camp site where the complainant was deputed for duty as a watchman. They have stated that they saw the complainant sleeping in a cot inside the tent and that it was on repeated call that the complainant got up from his

sleep and when Shri Makhijani reprimanded the complainant as to why he was sleeping during the duty hours, the complainant became furious and assaulted Shri Makhijani with lathi on his person. Ramutar who is a defence witness has stated that he had handed over charge to the complainant Dukhan Mahato after 12 P.M. in the alleged night of occurrence and he himself went to bed for sleeping along with the defence witness Bindeswari Rai. He got up from his sleep on hearing the shouts and saw Shri Makhijani, Shri Kalsi and Shri Dukhan Mahato about 25 meters away from the tent and heard Shri Kalsi telling Shri Dukhan Mahato as to how he hit Shri Makhijani and that Dukhan was telling that he did not recognise. He has further stated that Dukhan Mahato told them that he had not hit purposely or knowingly and that Dukhan Mahato was standing with his folded hands saying that this happened due to mistake. Shri Bindeswari Rai has stated that after finishing his meal he went to sleep in the alleged night of occurrence after his duty was over. He has stated that at about 3 A.M., he heard Dukhan Mahato shouting “thief”, “ thief” upon which he along with Ramutar got up. He saw Dukhan Mahato talking to Shri Kalsi. He has stated that Shri Kalsi hit Shri Dukhan Mahato but Ramutar did not say so although according to the evidence of Bindeswari Rai both of them had got up on hearing shouts. He has further stated that Dukhan Mahato told Shri Kalsi that he did not recognise and he is sorry for the mistake. It will thus appear from the evidence of Ramutar and Bindeswari that they were not the witness to the facts as to what had happened prior to their getting up from the sleep but they have stated the facts which lead to the inference that the complainant had assaulted Shri Makhijani when he had come to make a surprise inspection of the camp when the complainant was on duty as watchman at the relevant time. The evidence of the doctor only strengthens oral evidence of Shri Makhijani and Shri Kalsi regarding the fact that Shri Makhijani had been assaulted in the alleged night. The fact that Shri Makhijani was assaulted with lathi by the complainant is proved by Shri Makhijani and Shri Kalsi and is admitted by the complainant and as such there is not much of importance of the injury report as the assault on the person of Makhijani by the complainant in the alleged night of occurrence is admitted. It is clear therefore that the complainant had assaulted Shri Makhijani the Senior Geologist when he had gone to make surprise inspection of the camp in the alleged night of occurrence.

The only question to be decided is whether the complainant had assaulted Shri Makhijani due to mistake or whether he had deliberately assaulted Shri Makhijani. Shri Makhijani in his evidence at page-8 in answer to question No. 27 has stated that there was a reason for Shri Dukhan Mahato to assault him while leaving Shri Kalsi who was accompanying him at the alleged time. He has stated that he had found Shri Dukhan Mahato in particular to be irregular and unpunctual in the past and had also issued some memos to him for the negligence of duties for sleeping during duty hours. Admittedly the complainant Dukhan Mahato had not assaulted Shri Kalsi who was accompanying Shri Makhijani. If the complainant was under the misapprehension that the two persons whom he saw were thieves he would have assaulted both of them but the fact that the complainant assaulted Shri Makhijani alone shows that he had deliberately assaulted Shri Makhijani and had pretended that he did not recognise him. Shri Makhijani who was a Senior Geologist had taken action against the complainant in the past and as such the complainant was having grudge against him and he took the opportunity to assault Shri Makhijani. There is no reason for disbelieving Shri Makhijani and Shri Kalsi who had seen the complainant sleeping on the cot in the tent during the duty hours and when the complainant was being reprimanded by Shri Makhijani the complainant being enraged assaulted Shri Makhijani. There appears to be no reason to disbelieve Shri Makhijani and Shri Kalsi on the facts stated by them and the enquiry officer appears to have rightly concluded on their evidence regarding the fact, that the charges against the complainant were established in the domestic enquiry. Taking all the facts into consideration I hold that the charge against the complainant that he was found sleeping inside the tent during his duty hours and that he had assaulted Shri Makhijani when he was found sleeping on duty were established which is an act of misconduct under Clause 17 of the Certified Standing Orders of NCDC by which the complainant was governed.

It has been submitted on behalf of the complainant that the punishment of dismissal for the said misconduct was excessive. The two defence witnesses examined on behalf of the complainant stated in the enquiry that the complainant was seen by them with folded hands begging to be excused for the misconduct. I have already held that the complainant does and appear to have assaulted Shri Makhijani due to mistake and it is quite possible that when he realised subsequently that he would be severely dealt with, he started begging apology with folded hands. The assault of a superior officer by his subordinate while the officer had gone to inspect the duty of the subordinate is no doubt a very serious act of misconduct. The Complainant was found not only sleeping during his duty hours although his duty was to keep a watch at the camp but he had the courage to assault his superior officer who had come to inspect his duties and as such I think the punishment of dismissal inflicted on the complainant is not severe and disproportionate to the established misconduct.

In the result, I hold that the action of the Opp. Party in dismissing the complainant from service is justified and he is not entitled to any relief.

This is my Award.

Dt. 31-3-87

I.N. SINHA, Presiding Officer
[No. L-24025(3)/87-D. IV (B)]
R.K. GUPTA, Desk Officer

नई दिल्ली, 20 अप्रैल, 1987

का. आ. 1163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स बिसरा स्टोन लाईम कंपनी लि. डा. बिरामित्रपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-4-87 को प्राप्त हुआ था।

New Delhi, the 20th April, 1987

S.O. 1163.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bisra Stone Lime Co. Ltd., PO Biramitrapur, and their workmen, which was received by the Central Government on the 2-4-87.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
Industrial Dispute Case No. 5/84 (Central)

Bhubaneswar, the 21st March, 1987

BETWEEN

M/s. Bisra Stone Lime Company Limited, P.O. Biramitrapur—First Party.

AND

The General Secretary, Gangpur Labour Union, At P.O. Biramitrapur, Dist. Sundargarh (Orissa)—Second Party.

APPEARANCES :

Sri B. B. Rath—For the First Party.

Sri S. Bose, Secretary,

Indian National Mine Workers Federation—For the Second Party.

AWARD

1. This is a reference made by the Central Government under section 10(1) of the Industrial Disputes Act, 1947 in its Order No. L-29011/13/84-D.III.B dated 2nd March, 1984 for adjudication of the dispute as mentioned in the schedule of reference which reads as follows:—

104 GI/87—8.

"Whether the contention of the workmen of Messrs Bisra Stone Lime Company Ltd., P.O. Biramitrapur, Dist. Sundargarh (Orissa) represented by Gangpur Labour Union (INTUC) that the notice of change dated the 10th February, 1984 given under section 9-A of the Industrial Disputes Act, 1947 by the management of Messrs Bisra Stone Lime Co. Ltd. is against the interest of workmen as their wages will get reduced, is valid and justified? If so, to what relief are the workmen concerned entitled and from what date?"

2. During the hearing of the case on 17-1-87 the Management's representative filed a memo to the effect that the notice under section 9-A of the Industrial Disputes Act 1947 (Ext. A) has been infructuous as it could not be given effect to. As such the above case (this case and I. D. Misc. case No. 15/85) are infructuous and no useful purpose will be served by pursuing the same. On this memo the representative of the workmen endorsed no objection. But he also filed a memo that in view of the memo filed on behalf of the Management the workman would not like to adduce any witnesses on their behalf and the Tribunal may pass an Award in the matter as deemed fit and proper.

3. In view of the Memos filed by both the parties I take it that there is no dispute between them in so far as the issue of notice under section 9-A of the Industrial Disputes Act, 1947 and therefore it would be appropriate to record a no dispute Award so far as this reference is concerned.

4. I have perused the case record of I.D. Misc. case No. 15/85. That is a proceeding u/s 33-A of the Industrial Disputes Act in which the complaints have been made about the violation of the service condition during the pendency of this proceeding. That proceeding therefore can not be closed on the passing of the no-dispute Award in this case. It is accordingly proceeding on its own merit.

Dated: 21-3-87.

R. N. PANDA, Presiding Officer
[No. L-29011/13/84-D.III(B)]

नई दिल्ली 21 अप्रैल, 1987

का. आ. 1164 —औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भिलाई स्टील, प्लांट, राजहरा आयरन ओर माइन्स भिलाई, जिला दुर्ग (म.प्र.) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-87 को प्राप्त हुआ था।

New Delhi, the 21st April, 1987

S.O. 1164.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant, Rajhara Iron Ore Mines, Bhilai, Distt. Durgapur (M.P.) and their workmen, which was received by the Central Government on the 6-4-87.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR, (M.P.)

Case No. CGIT/LC(R)(103)/1984

PARTIES :

Employers in relation to the management of Bhilai Steel Plant, Rajhara Iron Ore Mines, Bhilai District Durg (M.P.) and their workman Km. R.R. Sanu, Chemical Assistant Dalirajhara Mines, represented through the Metal Mines Workers' Union, INTUC, post Office, Dalirajhara, District Durg (M.P.)

APPEARANCES :

For Union—Shri P. D. Pathak, Advocate.

For Management—Shri D. G. Henri, Senior Law Officer (Mines).

INDUSTRY : Iron Ore Mining DISTRICT : Durg (M.P.)

AWARD

Dated, the March, 30, 1987

The Central Government by Notification No. L-26011/19/84-D.III (B) dated 15th December, 1984 referred the following dispute for adjudication :—

“Whether the management of Bhilai Steel Plant are justified in placing Shri R. R. Sahu, Chemical Assistant, Dallirajhara Mines as junior to Smt. O. George as per their seniority list dated 1-9-1983? If not, to what relief is the workman concerned entitled?”

2. Non-controversial facts of the case are that the workman, Shri R. R. Sahu, was appointed as Senior Operative Trainee with effect from 28-5-1975 on stipend of Rs. 320 per month. On completion of his training he was appointed as a Chemical Assistant in the pay scale of Rs. 430-670 (P-6) with effect from 28-11-76 vide order dated 11th January, 1977 (Ex. M11). Smt. O. George was earlier working as junior Sampler in the scale of Rs. 355—487 (P-4). He was appointed as Chemical Assistant (P-6) with effect from 10-1-1976, who was working in Civil Engineering Department. That a settlement dated 21-8-1980 (Ex. M3) was signed between the management and the recognised Union, S. K. M. Sangh, by which the line of promotion of the Chemical Assistant (N-6) was finalised and it was provided that all the Chemical Assistants working either in the Civil Engineering Section or other Chemical Laboratories of ore mines and various organisations shall have a common lop and for that members shall have an inter se seniority.

3. The case of the workmen is that Smt. O. George was working in the Civil Engineering Department till the date of Agreement i.e. dated 21-8-1980 in non-incentive group, while the workman was working as a Chemical Assistant in the Chemical laboratory which is a direct incentive group. The law for incentive groups and non-incentive groups are separate and even if an agreement or transfer is made her seniority should be counted when she joined the incentive group by way of agreement dated 21-8-1980 (Ex. M-3). Therefore her seniority should be counted from 21-8-1980. Only in the incentive group for further promotion and inter se seniority.

4. The case of the management is that Smt. O. George joined in the grade of Rs. 430-670 (P-6) with effect from 10-1-76 while Shri R. R. Sahu joined in this grade with effect from 26-11-1976. Obviously Shri R. R. Sahu is junior to her as shown in the list published on 1-9-1983 (Ex. M14). The union wanted that he should be placed senior to her which is contrary to rules.

5. The only point for determination before me is which of the two contentions is correct because the factual position is not in dispute.

6. The workman has claimed that since he was in the incentive earning area (Bonus Area) and Smt. O. George was in the non-incentive area (Non-bonus area) and since she was brought in the lop in respect of lop of the Chemical Laboratory workers by settlement dated 21-8-1980 (Ex. M13) she should have been placed lower than him. In this regard reliance has been place on option order (Ex. W1) dated 3-4-1981, posting order Ex. W2 dated 7-1-1982 and Memos dated 3-12-82 Ex. W3 and Ex. W4 show that there is difference between the incentive i.e. bonus area and the non incentive i.e. non-bonus area, as such the management itself in horizontal move from non-incentive to incentive area, has refused to give the worker seniority and promotion as this order goes to show.

7. To my mind, this is not a case of horizontal movement of the workman on their option. It is one thing that the workman opts for incentive area and another that he is

transferred to that area. As the workman opted the management refused to give him the seniority of his non-incentive area or promotion on that basis.

8. On the other hand, it is different that people of the same grade getting the same scale as in the instant case are treated in one lop. In such cases the circular laying down the principle of seniority dated 5-1-72 (Ex. M/5) will apply which is in the following words :—

“I. MAIN PRINCIPLES :

(i) Seniority of an employee in a particular grade| post normally counts from the date of his joining that post/grade subject to other conditions as stipulated hereunder.”

Other conditions laid down in this circular do not apply to the present post since Smt. O. George was admittedly employed in the same grade and post as the workman Shri R. R. Sahu, but prior to him (see Ex. M/1, Ex. M/2A and Ex. M/2B). Thus the seniority given in Ex. M/4 as on 1-9-1983 is correct.

9. In accordingly answer the reference that the management of Bhilai Steel Plant are justified in placing Shri R. R. Sahu, Chemical Assistant, Dallirajhara Mines as junior to Smt. O. George as per their seniority list dated 1-9-1983 He is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer.
[No. L-26011/19/84-D. III (B)]

का. घा. 1165—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, हिन्दुस्तान कापर लि. खेतड़ी कापर कम्प्लेक्स डाकघर खेतड़ीनगर, जिला झुंझुनू (राज.) के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-4-87 को प्राप्त हुआ था।

S.O. 1165.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hindustan Copper Ltd., Khetri Copper Complex, P.O. Khetrinagar, District Jhunjhunu, Rajasthan and their workmen, which was received by the Central Government on the 2-4-87.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No 74/86

In the matter of dispute between :

Shri Nand Lal Sharma S/o Shri Chhagan Lal Sharma,
Rath Gharon-ka-Mohalla, Vill. & Post Singhana,
District Jhunjhunu (Rajasthan).

Versus

Hindustan Copper Limited,
Khetri Copper Complex,
Khetrinagar, (Rajasthan).

APPEARANCES :

Workman in person.

Shri V. K. Sharma for the management.

AWARD

The Central Government in the Ministry of Labour vide its notification No L-43012/5/83-D.III(B) (Pt.) dated 17th October, 1986 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the management of Khetri Copper Complex of M/s. Hindustan Copper Ltd., Khetri Nagar, Jhunjhunu is justified in terminating the services of

Shri Nandlal Sharma Code No. 28-776 engaged in Shaft Mining with effect from 28-10-1981? If not, what relief and benefits Shri Sharma is entitled to?"

2. The case of the workman in brief is that he was initially appointed as Miner in Shaft Mining in the respondent industry where he joined on 15-5-72. His wife suddenly fell ill and he had to take leave and he sent leave application alongwith medical certificate to the management. On 30-10-81 he went to resume duty on the recovery of his wife and submitted a fitness certificate and he was informed that his name has already been struck off from the rolls. He was not given any order in writing. However, on 4-11-81 he received a letter dated 28-10-81 intimating him that his services have been terminated on ground of unauthorised absence for more than 10 days. The workman has challenged the order of termination as unjustified, illegal and arbitrary as no notice was served upon him nor was he given any opportunity to defend himself. He was also not given any notice pay nor any retrenchment compensation paid and persons junior to him were retained in service and fresh hands also recruited after his termination and in this way there has been violation of Section 25-F, 25-G and 25-H of the I.D. Act.

3. Notice of the reference was sent to the management and the management did not file any written statement, instead the parties submitted a written settlement which is marked as 'X'. In terms of the settlement the workman will be offered fresh appointment in the category of Miner and would be engaged from the date he reports in the Central Personnel Department of the respondent and he shall be deemed to be a confirmed workman from the date on which he joined his duties. He will also be paid gratuity for the period 7-8-72 to 17-10-81 in accordance with the Payment of Gratuity Act, 1972 and also his unpaid wages, if any. He will also be allowed to become a member of the provident fund from the date of appointment in case he has not withdrawn the final provident fund accumulations. The pay of the workman shall be fixed at the minimum of the pay scale attached to the post of Miner. The workman will have no claim for the past period including seniority, benefits, allowances, wages, leave etc. during which period he was not in the service of the management. No disciplinary action shall be taken against the workman on the past record. The settlement mark 'X' shall form part of this Award. This reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

27th March, 1987.

G. S. KALRA, Presiding Officer
[No. L-43012/5[83-D.III(B)]

का. अ. 1166 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, डब्ल्यू सी एल की सुराकाछार कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-87 को प्राप्त हुआ था।

S.O. 1166.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Surakachhar Colliery of WCL and their workmen, which was received by the Central Government on the 6-4-1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(104)/1985

PARTIES.

Employers in relation to the management of Surakachhar Colliery of Western Coalfields Limited, Post Banki-

mongra, District Bilaspur (M.P.) and their workman Shri Lakhman, Cat. I Mazdoor, represented through the M.P. Koyla Shramik Sangh (CITU) Surakachhar, P.O. Bankimongra District Bilaspur (M.P.).

APPEARANCES:

For Union—Shri Kameshwar Singh.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY . Coal Mining. DISTRICT: Bilaspur (M.P.).

AWARD

Dated : March 26, 1987

This is a reference made by the Central Government vide its Notification No. L-22012(19)/85-D.V. dated 20th November, 1985 for adjudication of the following dispute:—

"Whether the dismissal imposed on Shri Lakhman, Cat. I Mazdoor, by the management of Surakachhar Colliery Western Coalfields Limited, is justified? If not, to what relief the workman is entitled?"

2. Non-controversial facts of the case are that the workman, Lakhman, was a Cat. I Mazdoor working in the Surakachhar Colliery of Western Coalfields Limited. The following charge-sheet was given to him:—

"It has been reported by Security Sub-Inspector, Kusmunda Probhat that you were caught red handed within the fenced area sealing 2 pieces Cast Iron, block pieces 24 to 25 Kgs. each at about 4.00 a.m. on the night of 24th and 25th September 1980 from the Durpa store. On further enquiry when search was made of your house, other costly materials belonging to the company which you have stolen from different places, time to time were also seized by the police. It has also come to our knowledge that you gave your name as Laxman (your brother) while you were taken to police and the said name was recorded accordingly.

This is very serious misconduct under S.O. No. 17(i) (a) for theft, fraud or dishonesty in connection with the business of property of the employer by which your service conditions are governed."

His reply to the show notice was not accepted by the disciplinary authority and Shri N. P. Sharma, Under Manager, was appointed Enquiry Officer. He conducted the enquiry and submitted his report to Sub-Area Manager who agreed with his findings and passed the order of dismissal dated 19-5-1981.

3. After the necessary conciliation the above reference has been made to this Tribunal.

4. The workman has challenged the enquiry before me on various grounds which I will take up one by one. Management has, however, justified the findings and the order and pleaded that if for any reason whatsoever this Tribunal finds the enquiry illegal and improper it may be given an opportunity to prove the misconduct before this Tribunal. I framed the following issues and treated Issue No. 1, 2 & 3 as preliminary issues :—

ISSUES

1. Whether the enquiry is proper and legal?
2. If not, whether the dismissal of the workman is justified on facts of the case?
3. Whether the punishment awarded is proper and legal?
4. Relief and costs?

Findings with reasons :

4. Issue No. 1 & 3.—The plea that Laxman was the real culprit has not been pressed before me. The reason is obvious that the case of the workman is that he was falsely implicated, caught and handed over to police by the Security Officer, Srinath Upadhyaya who was enmity to him. The plea of enmity is based on the allegation that he had demanded Ghee free of costs and when he demanded the price he was scolded badly. In this connection, it will suffice to say that the evidence goes to show that there were three other Security Officers besides Shri Upadhyaya and one Watch-

man Bodhan Ram against whom no enmity is alleged. Just because Shri Upadhyaya was enmical there is no reason why these people would falsely implicate him. In fact, Bodhan Ram, Watchman being local man has only stated the half truth but even he could not deny that Lakhan was caught on the spot in a trap laid by the Security Guards.

5. The domestic enquiry is also challenged on the ground that copy of complaint and copy of enquiry proceedings were not furnished to him though demanded. To my mind, this is not quite correct. Proceedings dated 13-12-1980 goes to show that copy of complaint was furnished to the co-worker who defended the workman through out. As for enquiry papers workman has relied on his application dated 20-6-1981 Ex. 'C'. This application merely asks for enquiry report and not enquiry papers for purpose of filing appeal. No prejudice has been shown for not having been furnished the enquiry report.

6. It has also been contended that the copy of the appellate judgement has also not been furnished. I am of the opinion that looking to the reference which only is regarding the justification of the dismissal order, therefore this Tribunal cannot travel beyond and consider the appellate order, if any.

7. Lastly, it has been argued that in regard to the subject matter of charge, criminal case is pending against the workman. The management should have waited the judgment and ought not to have commenced the proceedings. This contention is worthless. The law is now well settled. It is the discretion of the management to proceed with the domestic enquiry or not during the pendency of the criminal proceedings.

8. For the reasons discussed above, I find that the domestic enquiry against the workman is legal and proper, and in accordance with the principle of natural justice.

9. As for the punishment, it is the case of the workman that the punishment is severe. I am unable to agree. Charge against the workman is of theft of the management's property which is a serious misconduct involving loss of faith on the workman. Therefore punishment of dismissal is just and proper and it does not call for any interference.

10. Preliminary issues and the reference are accordingly answered as under:—

That the order of dismissal imposed on Shri Lakhan Category I Mazdoor by the Management of Surakachhar Colliery of Western Coalfields Ltd. is justified. He is, therefore, not entitled to any relief.

V. S. YADAV, Presiding Officer
[No. L-22012/19/85-D-V]

का. भा. 1167—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैस्टन कोलफील्ड्स लिमिटेड के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-87 को प्राप्त हुआ था।

S.O. 1167.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coal Fields Ltd., and their workman, which was received by the Central Government on the 6-4-1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/IC(R) (74) of 1985

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Chachai & Rungta Group of Mines, P.O. Amlai Colliery, District Shahdol (M.P.)

and their workman Shri Tirath Prasad, Wage Clerk, represented through the Koyla Shramik Sangh, M.P. (CITU), Sohagpur Area, P.O. Dhanpuri, Dist. Shahdol (M.P.).

APPEARANCES :

For Union ... Shri L. N. Malhotra, Advocate.

For Management ... Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mining ... DISTRICT : Shahdol (M.P.)

AWARD

Dated : March 26, 1987

This is a reference made by the Central Government vide Notification L-22012(12)/85-D.V. dated 29th August, 1985 for adjudication of the following dispute :—

"Whether the transfer of Shri Tirath Prasad, Wage Clerk, from Rungta Colliery to Agent Office (Sub-Area Manager) Chachai with effect from 25-12-1984 by the Agent Rungta and Chachai Group of Mines, Post Amlai Colliery, District Shahdol is justified? If not what relief the workman is entitled for?"

2. The case of the workman is that the workmen of Rungta Colliery, District Shahdol constituted a unit of M.P.K.S.S. (CITU) (hereinafter called the Sangh) in November, 1984 and held its election on 30-11-1984. Sangh is working in most of the collieries in Madhya Pradesh and is affiliated to Central of Indian Trade Unions (CITU). In the election Shri Tirath Prasad, Wage Clerk, an active member of the union, was elected as Joint Secretary. The management had full knowledge of this election and office bearers. However, the Sangh also intimated them in writing on 1-1-1985 (Ex. W/1). Shri L. M. Tiwari, Manager, Rungta Colliery was posted on 8-10-1984 and he took ill of formation of this Union. Therefore on 5-12-1984 and 6-12-1984 he called the Sangh members and threatened and abused them. On the same day they reported the matter to the police (copies Ex. W/2 and Ex. W/3) but police took no action. Therefore Shri Brahmanand Mishra filed a complaint in the Court of C.J.M. Burhar (Ex. W/4) as well as to higher authorities (Ex. W/5). Shri B. N. Mishra as President of the Sohagpur Area Unit also filed certain other complaints regarding pilferage of coal, using the workers as domestic servants and the vehicle as personal property and deducting the amount of L.I.C. Premium from their wages respectively vide Ex. W/6 to Ex. W/9. It was in its background that on 24-1-1985 the workman Shri Tirath Prasad was served with a transfer and relieving order together effective from immediate effect. This action was vindictive and unfair labour practice for lawful trade union activities of the protected workmen. It also amounts to changing the working condition since the two units of the collieries have Standing Orders which will effect his seniority and promotion. The management is bent upon breaking the union and three charge-sheets have been issued to President Motilal Shukla, two charge-sheets to Vice President, Basant Kumar and two charge-sheets to the Secretary, Shri Ramakant, and Shri Tirath Prasad.

3. On the other hand, the case of the management is that under the Standing Orders of the Colliery it is prerogative of the management to transfer their employees in the exigency of work from one colliery to another. After opening of the Rungta Colliery in or about May 1984 it was necessary that staff should be appointed to manage the work. In this process purely for administrative reason staff from different collieries and sections were transferred. Shri Tirath Prasad was one of the persons so transferred. His transfer had nothing to do with his trade union activities and does not change their service condition in any manner. In any case the place of his transfer is hardly 12 Kms. with a regular bus service. Therefore his transfer will not affect his trade union activities.

4. In fact, the Union (Sangh) itself informed about the office bearers only on 1-1-1985 wherein Shri Tirath Prasad was transferred on 25-12-1984. The allegations against Shri Tiwari are false and concocted. Shri Tirath Prasad is not a protected workman.

5. The point for consideration before this Tribunal is whether the action of the management in transferring Shri Tirath Prasad is justified or not ?

6. It is true that transfer is a managerial function and in normal course the Tribunals do not interfere. But it is also now well settled that excess or abuse of discretionary powers renders its exercise invalid and open to judicial review as has been laid down in the case of K. D. Gupta Vs. Union of India (1983 MPLJ 527; State of M.P. Vs. Dr. Chaman Lal Nagrath (1981 MPLJ 9.); Prabhakar Chand Vs. State of M. P. (1980 MPLJ 251); Syndicate Bank Vs. Its Workmen (1966-1-LLJ p. 440). In the case of M. Hussain Vs. Union of India and others in Misc. Petition No. 879/84 his Lordships Justice Shri Gulab Gupta laid down that an order of transfer made with a view to punish an employee is treated mala fide or colourable exercise of powers and as such the order is treated to be outside the jurisdiction of the employer. Clause 7 of the Fifth Schedule, Sec. 2(ra) Part I of the Industrial Disputes Act, 1947 lays down "Unfair Labour Practices" as under :—

"To transfer a workman mala fide from one place to another, under the guise of following management policy."

In the light of the above legal position I proceed to examine whether the transfer of Shri Tirath Prasad was bona fide i.e. in the exigency of work or was in colourable exercise of powers.

6. In this connection, management has relied on the statement of Shri G. N. Verma (M.W.1) Sub Area Manager, Shri L. N. Tiwari Manager, Rungta Colliery (M.W.2) and documents Ex. M|1 to Ex. M|16. Ex. M|5 to Ex. M|15 are the declaration form and Ex. M|16 is the statement showing the strength of membership of various unions. These documents are not very material for the purpose of this case specially looking to the fact that out of fear certain members may have changed their unions. Shri L. N. Tiwari has stated that he took over charge on 10th November, 1984 as Manager, Rungta Colliery. There was high overtime in the office. He therefore asked the staff to work during office hours. Therefore the staff got annoyed and made complaints against him. In this regard he has relied on overtime settlements from June to November, 1984 (Ex. M|4). To my mind this action for the deduction of overtime has nothing to do with the plea of victimisation.

7. Management has relied mainly on Ex. M|3 letter dated 28th November, 1984 on the basis of which in the exigency of service transfer order Ex. M|1 dated 25-12-84 was issued. In this letter the Accountant vide his letter dated 28-11-84 pointed out the over burden in accounts section and has therefore prayed for two persons having Commerce background. It is surprising that he wanted persons of Commerce background and not accountants. On 29-11-1984 Shri Verma Sub Area Manager asked Shri L. N. Tiwari Manager, Rungta Colliery whether he can spare someone. On this on 5-12-1984 Shri Tiwari gave a note that he can spare Shri Tirath Prasad and on 22-12-1984 orders for his transfer were passed on his application Ex. M|3. Thus, according to the management, it was on account of this application of the Accountant that transfer of Shri Tirath Prasad was affected.

8. But if we lift the veil and see the other side of the picture we find that election of the office bearers were held on 30-11-1981 in which active worker of the Union Shri Tirath Prasad was elected as Joint Secretary. This happened at least before that date i.e. 5-12-84 when Shri Tiwari agreed to spare him for transfer. This goes to show that transfer of Shri Tirath Prasad was contemplated after he was elected as Joint Secretary.

9. Contention of the management and their witnesses is that in fact they came to know of this election on 1-1-1985 vide Ex. W|1. This can hardly be accepted. When election of union takes place the entire mechanism of the management is disturbed and the management comes to know that there is election and what is its result.

10. Any way even if I leave out this fact, the workman has proved that they had reported against Shri Tiwari to

police on 5th and 6th December, 1984 respectively vide Ex. W|2 and Ex. W|3. So at least the date, on which name of Shri Tirath Prasad was proposed for transfer by Shri Tiwari he had reason to be annoyed with him since Shri Tirath Prasad and others had reported against him to the police station.

11. The contention of the management is that transfer order Ex. M|1 was received by Shri Tiwari, Sub-Area Manager, on 26-12-1984 and it was delivered to him on the same date which fact is denied by Shri Tirath Prasad. In fact Shri Tirath Prasad had applied vide Ex. M|2 for time to join his duties. In this letter he had informed that he received the transfer order only on 25-1-85 while the management has produced no documentary to prove to the contrary. In the meantime the Union had also made report against Shri Tiwari to the General Manager. Naturally this must have any annoyed Shri Tiwari and then he handed over the transfer order.

12. Management has relied on Standing Order relating to transfer. No doubt as already pointed out that transfer is a managerial function but even this Standing Orders lays down that a reasonable notice should be given of transfer. In the case of Shri Tirath Prasad he was asked to be relieved the same day, so it cannot be said that he had reasonable notice.

13. In view of these circumstances the plea of the management that because Shri Tiwari became strict on overtime workmen formed a union specially to protect themselves for their misdeeds. Whether they are misdeeds or not management is not the person to decide. Every workman have a right to form union to protect their right even it may be regard overtime.

14. For the reasons discussed above, I am of the opinion, as circumstances pointed out above, that the action of the management appears to be victimisation, as such unfair labour practice and the transfer of Shri Tirath Prasad as such appears to be in the colourable exercise of the right of transfer under the Standing Orders. Accordingly I answer the reference as under :—

That the transfer of Shri Tirath Prasad, Wage Clerk from Rungta Colliery to Agent Office (Sub Area Manager) Chachai with effect from 25-12-1984 by the Agent Rungta and Chachai Group of Mines Post Amlai Colliery, District Shahdol was not justified. Therefore he should be reposted to Rungta Colliery on the same post and it will be treated as if he was never transferred to Chachai. As a result of this order he is entitled to his full wages which has not been paid to him since his transfer with all ancillary reliefs.

No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-22012/12/85-D.V.]

नई दिल्ली, 22 अप्रैल, 1987

का. आ. 1168:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पाईराइट्स, फास्फोरस एंड कैमिकल्स लि. अमजहोर रोहतास (बिहार) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद-2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-87 को प्राप्त हुआ था।

New Delhi, the 22nd April, 1987

S.O. 1168.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Pyrites, Phosphates and Chemicals Ltd., Amjehore, Rohtas, Bihar and their workmen, which was received by the Central Government on the 6-4-87.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT DHANBAD
REFERENCE NO. 74 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Pyrites, Phosphates and Chemicals Ltd., Amjhore, Rohtas and their workmen.

APPEARANCES :

On behalf of the employers—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri B. Lal, Advocate and Shri D. K. Verma, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 30th March, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 had referred the following dispute to the Central Government Industrial Tribunal No. 1, Dhanbad vide their Order No. L-29011/(12)/84-III(B) dated the 25th April, 1985. But subsequently the Ministry has transferred the said dispute to this Tribunal vide their Order No. S-11025(5)/85-D.IV(B) dated the 14th January, 1986 from Central Govt. Industrial Tribunal No. 1, Dhanbad and the same is registered as Ref. No. 74 of 1986.

SCHEDULE

- (1) "Whether the action of the management in not considering the promotion of such Mining Mates, who are not having statutory qualifications, considering their long services in Pyrites, Phosphates and Chemicals Ltd., Mining Projects, Amjhore is justified? If not, to what relief are these workmen entitled?"
- (2) "Whether the action of the management of Pyrites, Phosphates and Chemicals Ltd., Mining Projects, Amjhore is not considering the change of designation of Mining Mates is justified? If not, to what relief are the workmen entitled?"

The case of the workmen is that Pyrites, Phosphates and Chemicals Ltd., (hereinafter referred to as PPCL) is a Government undertaking in the public sector and is engaged in the production of pyrites and phosphates since 1960. The production of pyrites and phosphates is done through mining operation and are controlled under the Mines Act and Metalliferous Mines Regulations, 1961. The management appointed Mining mates and Mining Foreman to act and do their duties according to the Metalliferous Mines Regulation, 1961. The said two categories of workmen are the most important categories and are the kingpins of the manual force of the management in the process of production. They are the vital links within the higher management and gross-root workers and their basic responsibilities is to look after production and safety in the Mine. The job of Mines Mates and Mines Foreman is quite similar although Foreman is a higher category. The wages of Mines Mates/ Mines Foreman and other category of workmen were fixed by an Award of the Arbitrator consisting of Sri S. P. Singh (Retired Judge) in 1972. The normal channel of promotion of a mine Mate is to the post of Mines Foreman. The difference of wages between the Mines mates and that of the Foreman was normally about Rs 100 per month. The Mining mates under the management are all members of the Pyrites Phosphates and Chemicals Ltd., employees union (hereinafter being referred to as union). The said union raised three demands vide their letters dated 4-8-82 to the General Manager namely (1) Pay scales difference between the pay scales of Mines Foreman and Mines Mates should be maintained @ Rs. 100 (2) Promotion, Mines Mates who were not having statutory qualification for becoming Mines Foreman should be promoted to the next higher scale considering their long services in the company on the same line as was being done in the case of promo-

tion from the post of Mines Foreman to General Foreman to General Foreman (3) change of designation—implement the decision of changing designation of Mines Mates as agreed in the agreement reached between the representative of staff association and the management. The union was registered on 14-7-82 and since its inception the union has taken up the cause of the Mines Mates as the Mines mates were clamouring for their proper gradation and rules for their promotion/upgradation. Out of the 33 Mines mates a large number of them have put more than 8 years of service and some of them even more than 20 years as Mining mates. In spite of their long stagnation on the post of mines mates, the management has failed to consider their case for their promotion to higher post in spite of assurance given to them in the past. The Mines mates are also clamouring for change of their designation since long but no suitable change has been made. The management has pleaded that the difficulties in giving the promotion of the Mining mates to the post of Mines Foreman as some of them do not possess the qualification required for Foreman. The management has already provided a channel for promotion of Mines Foreman who do not possess the required qualification to be promoted as Asstt. Manager, Mines as General Foreman. The creation of post of Mines Foreman has been made by the management only to promote Mines Foreman who do not possess requisite qualification of having the certificate of competency of second class Mines Manager. The management did not require any extra qualification for promoting the Mines Foreman for promoting the Mines Foreman as General Foreman. The pay scale of General Foreman and Assistant Manager (Mines) is identical. There is no difficulty for the management to create a higher post of Senior Mining mate (supervisory) fixing the same scale as that of the Foreman to open avenues for promotion of the Mines mates as senior mines mates in the scale of Mines Foreman to avoid stagnation of the mines mates. There is no difficulty for the management to change the designation of Mines mates, to the designation as Mining Supervisor to avoid long standing grievance of the Mines mates. The designation of the mates is not favourably looked by the workman concerned. During the British days the designation of the lowest category of worker was cooly in the industrial area and the same was change as mazdoor and hence the designation of mines mate can also be changed as Mining Supervisor. When the management did not concede to the demand of the workmen an industrial dispute was raised before the ALC(C), Patna. The conciliation proceeding was started but it could not be settled and on failure the present reference has been made to this Tribunal for adjudication. The action of the management in not considering the promotion of the Mining mates who are not having statutory qualifications and not considering the change of designation of mines mates is not justified. It is prayed that the management should designate the Mining mates as Mining Supervisor and create post of Senior Mining Supervisor in the same scale as that Mines Foreman for those who have no statutory qualifications for the post of Mines Foreman. The Mining mates who have already completed 8 years or more service be automatically promoted as Senior Mines Supervisor in the scale of Mines Foreman.

The case of the management is that the reference is bad in law without jurisdiction and not maintainable and is liable to be struck down. The matters referred to the Tribunal for adjudication are not industrial dispute within the meaning of Section 2(k) of the I.D. Act and therefore there can be no adjudication of such purported dispute. Issue No. 2 referred to the Tribunal is also contrary to the provision of the Metalliferous Mines Regulation and as such the reference is rendered an illegality. The promotion is a sole management function and no employee can claim it as a matter of right and specially those who are not having their statutory qualification for promotion to a higher post. Issue No. 1 of the reference seeks adjudication over a matter which is contrary to law. The sponsoring union has no locus standi to raise the present dispute as it is an insignificant union without any following. The recognised union having the following of the majority of workers is the P.P.C. Staff Association which has not raised any dispute over the issue referred in the order of reference.

The P.P.C.L. is a Government company within the meaning of Section 617 of the Company's Act and is wholly

franced by the Central Govt. The said company was established in the year 1960 under the name of Pyrites and Chemicals Development Company Ltd. The Amjhore Project of the company was primarily established for production and supplying acid grade pyrites to the Sulphuric Acid plant at Sindri of Fertilizer Corporation of India Ltd., and the said Project is a Mine under the Mines Act and it also produced incidentally agricultural grade pyrites. The demand for agricultural grade pyrites is very small and the project was mainly producing acid grade pyrites. The Fertilizer Corporation of India Ltd., stopped taking acid grade pyrites for the purpose of production of sulphuric acid as they have re-designed their plant with a new technology since 1982. The demand for agricultural grade pyrites is very small. The Amjhore Project cannot step up production for the purpose of utilization of the full capacity. Amjhore Project has a capacity of producing 400 tonnes of acid grade pyrites and the said production had to be completely stopped as there is no consumer for the acid grade pyrites and there is no demand from any other source. As a result the Mining operation have practically come to a stop but for production of agricultural grade pyrites of about 5000 M.T. per month which requires employment of about 500 workers only. It may be mentioned that the installed capacity of the Project for production of acid grade pyrites is 84,000 M.T. per annum against which the company was required to produce only 100 M.T. of acid grade pyrites during the year 1983-84 and 385 M.T. during the year 1984-85. The future survival of Amjhore Project will depend upon the Central Govt. sanctioning the setting up of a sulphuric acid plant at Amjhore requiring huge investment and foreign collaboration which will take a long time to establish. The Amjhore Project has the total work force of 1649 workers out of whom about 1149 are sitting idle and drawing wages for more than 3 years without being gainfully employed. The management would have stopped the surplus work force but the management have explored the various possibilities of gainfully utilising the idle workers and diverting them to other jobs but these efforts have not met with success and as a result the company is suffering from heavy loss. Under the above circumstances the demand of the sponsoring union is not justified.

There is no obligation on the part of the management to consider the promotion of Mining mates who do not have statutory qualification to the higher post. The sponsoring union should justify its demand. Regulation 39 of the Metalliferous Mines Regulations expressly provides that the Owner, Agent or Management of the mine shall appoint such number of competent persons including officials and technicians as are sufficient to secure during each of the working shifts. The statutory duties required to be discharged by the Mining mates and their responsibilities are specified in Regulation 47 of the Metalliferous Mines Rules. Throughout the Mining industry the mining mates are only in one scale of pay and Metalliferous Mines Regulation do not provide for Mines mates of two or more grades to be appointed. The Mining mates are required to possess the statutory qualification laid down for them under the Mines Act, Mines Rules and Metalliferous Mines Regulation. In order to provide promotional avenues and to avoid stagnation and to encourage good and efficient workers the management created two pay scales for mining mates and designated them as Mining mate Grade-II and Mining mate Grade-I in the year 1973. The management do not find any reason whatsoever for considering the Mining Mate grade-I for further promotion. There would be utter confusion in the management of work and shouldering of responsibilities by the concerned statutory personnel if additional layers of such statutory personnel are introduced and it will lead to heart burning among the persons possessing Mining mate qualifications on the ground that the different pay scales have been introduced for the same kind of work. This would further open the floodgate for further dispute and industrial unrest. The mining mate Grade-I should qualify themselves for the post of Mines Foreman and obtain the statutory necessary qualification for the said post and if they do so they become eligible for consideration for such a post subject to the existence of vacancies and subject to the mines mate Grade-I concerned being otherwise found suitable for promotion for the post of Mines Foreman. In this view of the matter the action of the management in not considering the promotion of Mining mate for higher post without

their having the requisite statutory qualification is fully justified. The mining mate have one avenue open for promotion namely for Mining Mate Grade-II to Grade I and they cannot claim for further promotional avenue without obtaining the statutory qualification of Mines Foreman. The mere length of service cannot be the criteria for demanding promotion. If that were so, the statutory rules, the need for additional manpower in higher categories, the economies of the working of the undertaking and the prerogatives and sole management rights for managing the undertaking in the best possible way according to its discretion could be thrown to the winds. On the above plea it is prayed that it be held that the action of the management in not considering the promotion of such Mining mates who were not having the statutory qualifications, considering their alleged long service in Amjhore Mining Project is justified.

The sponsoring union has failed to give any justification in support of its demand for changing designation of Mining mates. If it had any such grievance or demand it could have been directed against the Labour Ministry itself under which the entire machinery for enforcement of Mining legislation have been placed. Such an issue does not constitute an industrial dispute under Section 2(k) of the I.D. Act. The reference in respect of issue No. 2 is vitiated as the appropriate Government did not apply their mind at all before making the present reference regarding the framing the terms of reference. The provision of the Metalliferous Mines Regulation and Mines Acts and Mines rules do not provide for him a right or scope for the management to change the designation, the management will be committing an illegality and therefore it cannot accept the demand of the union. The management cannot be compelled to commit an illegal act. It is prayed therefore that the action of the management in not considering the change of designation of Mining mate is fully justified.

Two issues arise for decision in this case. The first is whether the Mining mates having no statutory qualification for promotion to the post of Mining Foreman could be promoted considering their long service in PPCL and (2) whether the designation of the Mining mates be changed as Mining Supervisor.

The management and the workmen have each examined one witness in support of their respective case. The documents on behalf of the management are marked Ext. M-1 to M-17 and the documents of the workmen have been marked Ext. W-1 to W-5.

It will appear from para 14 of the Written Statement of the workmen that out of 33 Mining mates a large number of them have put in more than 8 years and some of them even more than 20 years of service as Mining mates. MW-1 Shri Sanatan Sharma who is working as a Manager (Mines) at Amjhore Project since June, 1985 has stated that there are 23 Mining mates in Grade-I and the qualifications of the Mining mates Grade-I were prepared under his signature and is Ext. M-9. He has also stated that at present there are 6 Mining Foremen and there is no further requirement of Mines Foreman. He has stated that promotions are made from Mines mates Grade-I to Mines Foreman if they possess Mines Foreman certificate subject to suitability and requirement. Admittedly the chain of promotion of Mines Mate is to the post of Mines Foreman and it is also admitted that only such Mines mates having mines Foreman certificate can be promoted to the post of Mines Foreman and unless they possess Mines Foreman certificate no Mines Mate can be promoted to the post of Mines Foreman under the M. M. Regulations. It is also admitted that there had been some promotion from Mines mates to the post of Mines Foreman who are having Mines Foreman certificate. The case of the workmen in the present reference is for promotion of the mines mates who do not possess Mines Foreman certificate and who have put in several years of service as Mines mates and are stagnating in the said post for several years. As these Mines mates for whom the demand has been made do not possess Mines Foreman certificate, they cannot be promoted to the post of Mines Foreman in view of the regulation under the Metalliferous Mines Regulation. It is the admitted position now that the Mining mates who do not possess Mines Foreman certificate cannot claim to be promoted as Mines Foreman. It is for this reason that the workmen are claiming promotion to a higher post on the length of their service. Admittedly

there is not post higher to the Mining mates except the Mines Foreman and the Mining mates who do not possess Mines Foreman certificates cannot be promoted to the said higher post of Mines Foreman. Thus in essence the demand of the workmen is for creation of new post in which the Mines mates having no Mines Foreman certificate can be promoted on the strength of his long service in the post of Mines mates.

The workmen have referred to the personnel manual Ext. W-1 of National Mineral Development Corporation Ltd., Hyderabad (shortly stated as N.M.D.C. Ltd.). The said personnel manual gives the scheme for grant of next higher grade to the employees who had rendered for more than 10 years service in the same grade. It will show that with a view to remove stagnation on account of absence of promotion for 10 years or more, it was proposed to introduce a scheme for grant of next immediate higher grade based on long unblemished service in the corporation while the existing vacancy-linked promotion system will continue to operate. It provides that a workman who has completed 10 years of service in one grade would be eligible for being placed in the next immediate higher grade in the corporation as personal to him. A workman was to be placed in the personal grade if he was suitable for his normal promotion as per the rules enforced excluding the qualification trade test or interview which may be required for next higher post. It further provides that a workman who is so placed in the personnel grade will continue to do the same work which he was doing in the previous lower grade. It also provides for up-gradation or promotion where promotional channel exists but the persons who are not qualified to go to the higher grade and isolated post without promotional channel. It states that to avoid hardship due to the stagnation, the working group is of the view that the practice adopted in the captive mine of SAIL in respect of workmen who have been in the same grade for more than 10 years should be adopted and this will cover post like Carpenter, Mason, Radiographer as also categories where higher qualifications have to be acquired before the persons can claim promotion to the next higher grade. Ext. W-3 is NCWA-III Implementation Instruction No. 45 dated 20-6-85 containing the cadre scheme for Mining Supervisory employees. It has been filed to show that 10 years experience as Mining Sirdar will enable workman for his higher promotion in the coal industries. It is submitted on the basis of Ext. W-1 and W-3 that workmen having completed more than 8 years of service in a particular grade are given promotion on higher grade which is a settled trend in the industries and as such the mining mates who have put in more than 10 years of service as Mining mates should be promoted to the post of scale of pay equivalent to Mines Foreman.

Admittedly the post of Mines Mates is a statutory post and statutory duties and responsibilities are provided under Regulation 47 of the Metalliferous Mines Regulations. It is not clear from Ext. W-1 whether the workmen to be promoted under the said scheme of N.M.D.C. were in respect of statutory post and as such it may not be possible to compare the Mines mates with the workmen concerned in Ext. W-1. Ext. W-3 is in respect of Coal Mines. WW-1 has stated in his cross-examination that Mines Regulations are different in respect of the Coal Mines and Metalliferous Mines. Thus it will appear that the Mines mates under Metalliferous Mines Regulation cannot compare their duties and responsibilities with the Mines Regulation meant for Coal industries. It will appear from the evidence of WW-1 that Mines mates Grade-II was introduced by the management in 1973 and the Mines mates Grade-II had a channel of promotion to Mines Mates Grade-I. Ext. M-2 dated 8-11-73 shows that the management of P.P.C.L. decided to create Mines Mate Grade-II and Mines Mate Grade-I. Ext. M-4 and M-4/1 dated 1-1-1982, Ext. M-4/2 dated 20-6-1980 show that S/Shri Ramlakhan Ram, Bishwanath Yadav, Bikram Singh, Sarikha Singh, Jagdish Mistry, Mahatam Singh, Jagannath Singh, Sachidanand Pathak, Satya Bilash Singh, Mine Mate Grade-II were promoted to Mining Mate Grade-I in 1982 and that S/Shri Ram Dahin Mistry, Ram Gahan Choudhry, A. K. Charya, Lal Bihari Singh, Rajendra Singh, D.R.K. Naidu, Mining Mate Grade-II were promoted to the post of Mining Mate Grade-I with effect from 20-6-80. So far these Mining Mates are concerned they were promoted in Mining Mate Grade-I from Mining

Mate Grade-II in the year 1980 and 1982 and they have completed only 5 to 7 years in the Mining mate Grade-I since their promotion. The management has provided for two grades with different scale of pay for the Mining mate. The next chain of promotion from Mining mate Grade-I is to Mines Foreman for which Mines Foreman certificate is required. The Mines mates can be promoted to Mines Foreman if they succeed in obtaining Mines Foreman certificate and it is still open to them to obtain the said certificate to be considered for their promotion as Mines Foreman. If the Mines mates do not obtain Mines Foreman certificate and are given the scale of pay of Mines Foreman, it will be encouraging inefficiency and unqualified persons to secure higher scale of pay and equal to those who have obtained Mines Foreman certificate and have been promoted as Mines Foreman. Naturally therefore the Mines Foreman will clamour for still higher scale of pay on the ground that unqualified persons are being paid scale of pay equal to the persons who are qualified to be promoted as Mines Foreman.

The demand of the workmen in nutshell is for creation of new post and grade equal to the pay scale of the Mines Foreman on the ground of having put in 8 or 10 years of service in the particular grade of Mines mate. Neither Schedule II or Schedule III of the I.D. Act gives jurisdiction to the Industrial Tribunal or the Labour Court to decide industrial dispute in respect of creation of new post and grade. The classification of grades which is the matter within the jurisdiction of the Industrial Tribunal will not include creation of new posts and grade and as such I think that the present dispute which relates to the creation of new post and grade cannot be a subject matter of industrial dispute for adjudication by the Industrial Tribunal. It will appear that Ext. W-1 was the scheme of the management of N.M.D.C. itself and the matters incorporation therein were not the matters decided by the industrial Tribunal. So is the case in respect of Ext. W-3. The matters incorporated in Ext. W-3 were National Coal Wage Agreement III and its implementation instruction. The management, no doubt, have a right to frame the scheme for its employees as envisaged in Ext. W-1 and W-3 and it appears that the management of PPCL also was considering the matter in Ext. W-5 which is the record note of discussion between the management of PPCL and the representative of the PPC Staff Association, Mining Project Amjhore held from 9-5-82 to 11-8-82. Ext. W-5 is only a record note of discussion between the management and the union and it is not a settlement. Para-23 of Ext. W-5 clearly states that the facilities under the clause dealing with the promotion policy and other matters will come into force after receipt of approval from the board. There is no evidence that the board had approved the matters discussed in Ext. W-5. Para-19 of Ext. W-5 deals with promotion policy which states that new promotion policy will be framed taking into consideration the comments of the union already received in this regard and this promotion policy will be based in such a manner that long stagnation of workman is avoided as far as possible. It further provides that in case of time bound promotion/up-gradation without any change of designation and responsibility, the period of eligibility for promotion shall be 8 years instead of 10 years. It will appear from the discussion made above that the management had already created two grades of Mines mates with two different scales of pay. It will also appear that the Mines mates who are claiming the new posts and scales of pay equal to that of Mines Foreman do not claim to have a different duty and responsibility after being promoted to the new grade and that they were to perform same responsibility which they were performing prior to their promotion. It will thus appear that the workmen are claiming three grades in the Mines mates. The two grades of Mines mates have already been granted by the management and now they want 3rd grade with higher scale of pay because of their long period of stagnation in Grade-I. As I have already stated above that the industrial Tribunal cannot create a new grade and scale of pay the claim of the workmen for giving grade and scale of pay equal to that of Mines Foreman only because they have put in a sufficient number of years as Mines mate Grade-I does not appear to be justified. The learned Advocate appearing on behalf of the workmen has referred to a decision reported in LIC-1985 page 1228 (equal to AIR 1985 Supreme Court 306).

The facts of the case in 1985 Lab. I.C. 1228 is that those U.D.Cs and Selection Grade Clerks in A.G.'s Office at Calcutta

who had put in 20 years of service and had exhausted all chances of appearing in the Subordinate Accounts Service examination or had become ineligible to appear at it are a distinct class and as such could be promoted to new supervisory post of accounts contemporary basis without chance of any further promotion. It was further held that those U.D.Cs and Selection Grade Clerk who were still eligible to appear in the said examination and had the opportunity to advancement in the regular promotional channel was still available to them and they could not complain that in confining the zone of eligibility for promotion to said new posts to U.D.Cs who had not passed the Subordinate Accounts Service examination, the scheme brought about an invidious discrimination which were violative of Article 14 and 16 of the Constitution. It was further held that the scheme was intended to provide a separate avenue of promotion of those U.D.Cs who had put in 20 years of service or more in their cadre and who exhausted all their chances of appearing at the Subordinate Accounts Services examination for promotion to supervisory post, or who having crossed the age of 45 years were no longer eligible to appear at that examination. The entire purpose of the scheme was to provide an avenue of promotion for those U.D.Cs. who because they were no longer eligible to appear at the Subordinate Accounts Service examination would be compelled otherwise to stagnate in their existing cadre. An incentive was thus provided to them. In my opinion the decision in the said case is of no avail to the workmen of the present case. It will appear from the facts of the said case that those U.P.Cs. & Selection Grade Clerks could not be eligible to appear at the Subordinate Accounts Service examination and were to stagnate in their existing cadre. There was also a provision that after the age of 45 years the U.D.Cs were not eligible to appear at the Subordinate Account Service examination for promotion to the supervisory post. In the present case there is no such hurdle that the Mines mates cannot obtain the certificate of Mines Foreman. It is still open to the Mines mate to obtain Mines Foreman certificate and be considered for promotion to the post of Mines Foreman. It will also appear that in the reported case the scheme was brought forward by the management itself and there was no industrial dispute raised in respect of the said scheme by any workman. For the above reasons I am of the opinion that the decision made in 1985 Lab. I.C. 1228 is of no avail, to the Mines mates of the present case and the principles in which the scheme was provided by the management is not applicable in the case of Mines mates.

The case of the workmen is that the management of P.P.C.L. has already provided channel for promotion of Mines Foreman who do not possess the requisite qualification to be promoted as Asstt. Manager (Mines) as General Foreman and that the creation of post of General Foreman has been made by the management only to promote Mines Foreman who do not possess the requisite qualifications of having the certificate of competency of second class Mines Manager. WW-1 has stated that some Mines Foreman who had not obtained the second class Manager's certificate were promoted as General Foreman in the scale of pay of Asstt. Foreman in order to avoid stagnation in the grade of Mines Foreman. In cross-examination WW-1 has stated that the General Foreman were not promoted on the basis of their merit. It was suggested to WW-1 that the General Foreman were selected on the basis of their merit and not on the basis of the length of their service to which he has denied. But the workmen have not produced any circular or order to show that the Mines Foreman were promoted to the post of General Foreman on the basis of the length of their service. The management has produced Ext. M-3 which is an office order dated 23-12-78 which shows that the Managing Director approved for creation and filling up of four posts of General Foreman with immediate effect for Mining Projects Amjhore. It will not show that the Mines Foreman to be promoted to the post of General Foreman were to be selected on the basis of their long experience only who have not obtained the second class Mines Manager certificate. MW-1 has stated at once there had been a promotion from Mines Foreman to General Foreman & that the scale of pay of General Foreman is higher to that of Mines Foreman. He has also stated that the job of Mines Foreman is somewhat different to that of General Foreman. He has stated that he does not know any agreement between the management and the workmen regarding the promotion of Foreman who are not having second class Mines Manager certificate to be considered for promotion to the higher post 104 GI/87-9.

and thereafter the post of General Foreman was created. There is no paper to show that the management had a scheme to promote those Mines Foreman to the post of General Foreman on the length of their stagnation in the post of Mines Foreman who have not obtained the second class Mines Manager certificate.

Taking all the facts into consideration I hold that the Mines Mates having no statutory qualification for promotion to the post of Mines who have not obtained the second class Mines their long service in P.P.C.L. as Mines Mates.

The other point for consideration is whether the designation of Mines mate could be changed as Mining Supervisor. I would again refer to Schedule III of the Industrial Dispute Act which does not show that such matter can be within the jurisdiction of the Industrial Tribunal for adjudication. The Metalliferous Mines Regulation has specifically given the duties and responsibilities of the Mines mate in the Regulation 47. Mines Mates connotes at once the duties and responsibilities which they are assigned to do and a change in their designation would rather create confusion regarding the duties and responsibilities of a Mines Supervisor as is being suggested to change designation of Mines mates. Moreover, the designation of Mines mates is under Metalliferous Mines Regulation which is framed under the Mines Act and Mines Rules and the said statutory designation, in my opinion, cannot be changed by the Tribunal. WW-1 has stated that their union has written to the Union Minister of Labour for the change of the designation of the Mines mates to that of Mine supervisor but no reply was received. It appears that the union had approached the Labour Minister under whom the Metalliferous Mines Regulation were framed and it appears that the union had rightly approached the Labour Ministry for the change of the designation by making amendment in the regulation itself as the change of statutory designation cannot be a matter of adjudication by an Industrial Tribunal. In the above view of the matter I hold that the designation of Mines mates cannot be changed as Mining Supervisor or to any other designation.

In the result, the action of the management in not considering the promotion of such Mines mates who are not having statutory qualification considering their long service in P.P.C.L. Mining Project, Amjhore is justified. I further hold that the action of the management of P.P.C.L. Mining Project, Amjhore in not considering the change of designation of Mining mates is justified. In view of the above the workmen are entitled to no relief.

This is my Award.

Sd/-

I.N. SINHA, Presiding Officer
[No. L-29011/12/84-D. III (B)]
V.K. SHARMA, Desk Officer

नई दिल्ली, 20 अप्रैल, 1987

का. प्रा. 1169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बारोरा क्षेत्र, मैसूर भारत कोकिंग कोल लिमिटेड के प्रबन्धन में केन्द्रित औद्योगिक विवादों और उनके कर्मचारियों के बीच, मध्यम में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, सन् 1 धनशद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-87 का प्राप्त हुआ था।

New Delhi, the 20th April, 1987

S.O. 1169.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Barora Area of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 3rd April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947
Reference No. 13 of 1983

PARTIES :

Employers in relation to the management of Barora Area of M/s. B.C.C. Ltd.

AND

Their Workmen

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Sri V. R. Joshi, Personnel Manager, Barora Area, and Sri U. P. Singh, Sr. Personnel Officer.

For the Workmen—Sri Naresh Pd. Singh, the concerned workman.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 26th March, 1987

AWARD

The present reference arises out of Order No. L-20012/383/82/D-III(A) dated, the 10th/14th March, 1983, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the action of the management of Barora Area of Messrs Bharat Coking Coal Limited in not promoting Shri Naresh Prasad Singh Grade-I Clerk to special grade during 1977 to 1980 was justified ? If not, to what relief is the workman entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry of Labour as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer
(No. L-20012/383/82-D.III(A))

FORM—‘H’

(See Rule—58)

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE WORKMAN AND THE MANAGEMENT OF BARORA AREA OFFICE UNDER INDUSTRIAL DISPUTE ACT, 1947

Representing the Management

Workman :

1. VR Joshi,
Personnel Manager,
Barora Area.

1. Naresh Pd. Singh,
Barora Area office.

2. U. P. Singh,
Sr. Pers. Officer, Barora Area.

SHORT RECITAL OF THE CASE

Shri Naresh Pd. Singh was appointed as Clerk in clerical grade-I w.e.f. 15-1-73. Since then he was not promoted till the date of raising the dispute in conciliation. The case is that many juniors were promoted from 1977 to 1980 such as S/Sri Mishrilal Ram SSP Sinha, Rabi Bhattacharjee etc. The conciliation case was raised in 1982 which was registered under file No. 1/234/82-E-II dt. 2-9-82. During the conciliation the matter could not be resolved amicably and as a result, a reference was made to Tribunal No. 1 at

Dhanbad under Ref. No. 13 of 83 for adjudication. The schedule of the reference is as under :

“Whether the action of the Management of Barora Area of M/s. BCCL for not promoting Shri N. P. Singh, Clerk, grade-I to clerical special grade w.e.f. 1977 was justified ? If not, to what relief the said workman is entitled ?”

The Tribunal is sine die and after filing the documents, no further steps have been taken by the Court. In view of the decision taken at the Hqrs. level regarding review of Industrial Dispute cases which are pending before the conciliation or Tribunal this case was also taken up for discussion and after prolonged discussions, the dispute was resolved on the following terms :

Terms of Settlement

1. That both the parties agreed that Shri Naresh Pd. Singh shall be promoted in clerical special grade. The date of promotion shall be effective from 1-1-1980.

2. That both the parties agreed that although promotion shall be effective from 1-1-1980 as mentioned in para-I above but his basic pay shall be fixed in higher grade i.e. clerical special grade as on 1-1-1983 and all consequential benefit shall be calculated and paid from 1-1-1983.

3. That the period from 1-1-1980 to 31-12-82 shall be considered only for notional seniority for the purpose of promotion.

4. That both the parties agreed to file the copy of this settlement before the Industrial Tribunal No. 1, Dhanbad in order to issue ‘No dispute’ award accordingly.

5. That both the parties agreed that after this settlement no dispute subsists in connection with the case relating to Ref. No. 13 of 83.

Signature of Management Rep :
(V. R. Joshi),

Signature of workman :
(NARESH Pd. SINGH)

Pers. Manager, Barora Area.
(U. P. SINGH),
Sr. Pers. Officer, Barora Area.

Barora Area office

Witnesses :—

1. Illegible

2. Illegible

c.c. 1. All the signatories concerned.

2. The Asstt. Labour Commissioner(C), Dhanbad.

3. The Regl. Labour Commissioner(C), Dhanbad.

4. The General Manager, Barora Area.

5. The Dy. CPM(WJD), Koyla Bhawan, Dhanbad.

6. Shri U. P. Singh, Sr. P.O. Barora Area office.

7. Shri K. P. Rewani, Pers. Deptt. (for record).

नई दिल्ली, 22 अप्रैल, 1987

का. घा. 1170:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गत में, केन्द्रीय सरकार, बारोरा क्षेत्र, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धत्व के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 1, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 3 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 22nd April, 1987

S.O. 1170.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employees in relation to the management of Barora Area of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 3rd April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 25 of 1983

Employers in relation to the management of Barora Area of Messrs Bharat Coking Coal Ltd.

AND
Their Workmen

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers—Sri B. Joshi, Advocate.

For the Workman—Shri Shyam Murari Loroia, the concerned workman.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 27th March, 1987

AWARD

The present reference arises out of Order No. L-20012-(378/82-D.III(A)) dated the 2nd/11th April, 1983, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the demand of Shri Shyam Murari Loroia, Grade-I (Clerical) for promotion to special grade (clerical) by the management of Barora Area No. 1 of Messrs Bharat Coking Coal Limited, is justified? If so, to what relief is the workman entitled?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry of Labour as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer
[No. L-20012/378/82-D.III(A)]

P. V. SREEDHARAN, Desk Officer.

FORM 'H'

(See Rule 58)

MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER INDUSTRIAL DISPUTES ACT 1947 BETWEEN THE MANAGEMENT OF BARORA AREA OF M/S. BCCL AND THEIR WORKMEN

Management Representatives

1. Shri V. R. Joshi,
Personnel Manager,
Barora Area.

2. Shri U. P. Singh,
Sr. Personnel Officer,
Barora Area.

Workmen

1. Shri Shyam Murari
Loroia,
Accountant,
Barora Area office.

SHORT RECITAL OF THE CASE

Shri S. M. Loroia had raised an Industrial dispute vide file No. 1/232/82E-2 dt. 2-9-82 for giving justice to promote him in clerical special grade as three juniors namely S/Shri J. P. Thakur, N. K. Singh and M. L. Ram had already been regularised in special grade since 1980, and their cases were not considered, although the case of Shri Loroia had been considered by the D.P.C. on 31-5-78. The name was kept in 104 GI/87—10.

panel list for promotion but the office order was not issued as it was referred to the General Manager (Pers.) vide letter No. GM-IPD/5147/78 dt. 30-6-78 and nothing was done into the matter. The workman concerned raised an Industrial dispute as mentioned above which was ended in failure and the matter was thus referred for adjudication to the Central Government Industrial Tribunal No. 1 at Dhanbad.

In view of the circular of Direc (Pers.) vide No. DP/PS/86/2129 dt. 1/3rd Sept '86 the case under reference was reviewed, as it also comes under the purview of the abovenoted circular. Accordingly the matter was discussed in length with the workman concerned and it was settled amicably on the following terms and conditions :

TERMS OF SETTLEMENT

1. That both the parties agreed that Shri S. M. Loroia, Accountant shall be promoted in clerical special grade. The date of promotion shall be effective from 1-1-1980.
2. That both the parties agreed that although promotion shall be effective from 1-1-1980 as mentioned in para-1 above but his basic pay shall be fixed in higher grade i.e. clerical special grade as on 1-1-1983 and all consequential benefit shall be calculated and paid from 1-1-1983.
3. That the period from 1-1-1980 to 31-12-82 shall be considered only for notional seniority for the purpose of promotion.
4. That both parties agreed to file the copy of this settlement before the Industrial Tribunal No. 1 at Dhanbad in order to issue the award accordingly.
5. That both the parties agreed that after this settlement no dispute subsists in connection with the case relating to Ref. No. 25/83.
6. The Management shall send the copy of this settlement to the respective authority under the law for its registration.
7. It is agreed that the workman concerned will not claim any further relief because of his designation except what he may become entitled as per Cadre Scheme of Accounts Cadre.

Management Representative
(V. R. Joshi)

Personnel Manager,
Barora Area,
(U. P. SINGH),
Sr. Personnel Officer,
Barora Area.

Workman
(Shyam Murari Loroia),
Accountant
Barora Area office

Witnesses :—

1. D. K. Lohary
2. Mahatir Pd. Sah

c.c. to :—

1. The General Manager, Barora Area.
2. The General Manager (Pers.) Koyla Bhawan, Dhanbad (This has referred to the circular issued by the Hqrs and as per approval of Hqrs.
3. Shri U. K. Jha, Dy. PM (NEE), Koyla Bhawan, Dhanbad (For inclusive of his name in the seniority list.
4. The A.M. (F)/Sr. A mines Officer, Barora Area.
5. Shri U. P. Singh, Sr. P.O. Barora Area. (He is requested to take necessary steps before the Tribunal for filing settlement in consultation with Shri B. Joshi, Advocate)
6. Shri K. P. Rawanl, Pers. (Deptt. (For record).
7. The R.L.C(C). Dhanbad (Regd. A/D)
8. The A.L.C(C), Dhanbad (Regd. A/D)
(With a request to register the case as per I/D Act)
9. Master file.

Part of the Award.
Sd./Illegible.

(Presiding Officer),
Central Govt. Industrial Tribunal
No. 1, Dhanbad.

नई दिल्ली, 23 अप्रैल, 1987

का. भा. 1171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, आन्ध्रा बैंक के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रवर्धन, नई दिल्ली के पंचाद को प्रकाशित करती है जो केन्द्रीय सरकार को 8 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 23rd April, 1987

S.O. 1171.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the management of Andhra Bank and their workmen, which was received by the Central Government on the 8th April, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 65/84

In the matter of dispute between :

Shri Vanesh Kumar Bajaj,
4. Mudand Nagar,
Ghaziabad (U.P.).

Versus

The Division Manager,
Andhra Bank,
Vikram Towns Flat Nos. 206-8,
Rajendra Place, New Delhi.

APPEARANCES :

Shri Tara Chand Gupta—for the workman.
Shri W. C. Chopra—for the Management.

AWARD

The Central Government, in the Ministry of Labour vide its notification No. L-12012(341)/81-D.II(A) dated 20th July, 1982 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Andhra Bank in terminating the services of the workman i.e. Shri Vanesh Kumar Bajaj with effect from 28-3-79 and is not absorbing him in permanent employment with effect from 1-9-78 is legal and justified? If not, to what relief is the workman entitled".

2. The undisputed facts of the case may first be stated. The workman was engaged as a clerk at Ghaziabad Branch of the Bank initially w.e.f. 7-8-78 and with some breaks in between he continued to work there till 28-3-79, whereafter no employment was given to him. During this period he had worked for a total of 215 days excluding the breaks as per details given below :—

7-8-78 to 26-8-78	20 days
6-9-78 to 28-10-78	53 days
3-11-78 to 31-12-78	59 days
3-1-79 to 28-2-79	57 days
3-3-79 to 28-3-79	26 days
Total	215 days

No letters/orders of appointment, specifying the nature or duration of his employment were given to him on any occasion when he was engaged on 7-8-78, 6-9-78, 3-11-78, 3-1-79 and 3-3-79. No letters/orders of termination were also given to the workman while discontinuing his services on 26-8-78, 28-10-78, 31-12-78, 28-2-79 and finally on 28-3-79. Shortly after the entry of the workman in the service of the Bank, w.e.f. 7-8-78, one Shri Satish Kumar Soni was also engaged

as a clerk at the same Branch as a temporary hand w.e.f. 10-8-78. Shri Soni was continued in service as a temporary hand till 31-8-78 and from 1-9-78 he was taken up in regular service at the same Branch. Even after terminating the services of the workman on 28-3-79 another new hand, Shri V. R. Chandramurthy was engaged as a temporary clerk at the same Branch w.e.f. 4-1-80 and after he had worked on temporary basis till 22-3-80, he too was taken up in regular service at the same Branch w.e.f. 1-4-80. Admittedly, no offer of employment was given to the workman either when employing Shri Satish Kumar Soni as a regular clerk from 1-9-78 or while employing Shri Chandramurthy as a temporary clerk from 4-1-80 or as a regular clerk from 1-4-80.

Nature of Appointment of Workman

3. The management contended in para 3 of written statement on page 2 that the workman was being taken into service in the Bank intermittently on leave vacancy. This was denied by the workman in his rejoinder. In order to further refute the above contention of the management, the workman filed an application on 10-5-85, by which he called, inter alia, for the following records from the Bank :—

1. List of permanent and temporary clerks employed at Ghaziabad Branch during the period from 7-8-78 to 28-3-79.
2. Leave Record of the permanent clerks of the Branch for this period.
3. Office orders or other records which would show in whose leave vacancies the workman was employed.

However, the Bank did not produce the records called for. In his affidavit, the workman affirmed that from 7-8-78 to 28-3-79 he worked in a permanent vacancy of clerk. The appointment of Shri Satish Kumar Soni on regular basis w.e.f. 1-9-78 shows that there did exist a permanent vacancy when the workman joined on 7-8-78. No evidence was produced by the Bank to substantiate its plea that the workman was working in leave vacancies. The evidence of the Bank's own witness in this regard was of no avail for the Bank. He said in cross examination :

"No letter of appointment was issued to the workman while appointing him on 7-8-78, 6-9-78, 3-11-78, 3rd January 1979 and 3rd March, 1979. No letter was also issued to the workman specifying the nature and durations of his employment on these occasions. No office order was issued showing the name of the official in whose leave vacancy he was to work. I cannot tell without seeing the records how many permanent clerks were working in the branch during the period 7-8-78 to 28-3-79. My reply is the same regarding the name of permanent clerks who were on leave during this period and for how long."

Thus the Bank neither produced any record, nor could it prove from the evidence of its witness that the workman was employed in leave vacancies during the period from 7-8-78 to 28-3-79. Reference in this context may be made to the following observations of the Hon'ble Supreme Court in H. D. Singh V. Reserve Bank of India (1985—Labour & Industrial Cases—1733—on page 1738):—

"Not being satisfied with the plea noted above, the respondent Bank had also a case that the applicant was only a BADLI workman who could be deemed to have worked only on days when the permanent workman or probationer was not employed. The Bank did not make available before the Tribunal any documentary evidence to show as to how the appellant could be treated as a badli workman and as to whose place he occupied during the days he worked."

4. As a matter of fact, the Management failed to prove that the workman fell within any of the definitions of a "temporary workman" given in clause 20.7 of the Bipartite Settlement dated 19-10-66 in the following terms :—

"In supersession of paragraph 21.10 and sub-clause of paragraph 23.15 of the Desal Award, 'Temporary Employees' will mean a workman who has been appointed for a limited period for work which is

of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman."

5. The management has tried to lay much store by a certificate dated 8-2-80 issued by the Bank, in which it was stated that the workman had worked as a relieving clerk in staff leave vacancies at Ghaziabad branch for the period mentioned therein. But such a certificate, whether produced by the Bank or by the workman, is not, by itself, any conclusive proof that the workman had actually worked in leave vacancies. If the Bank wanted to rely on this certificate in support of its plea to that effect, it should have produced the relevant record, if any, on the basis of which this certificate had been issued and to show from such records that the workman had worked against leave vacancies. But what to say of producing any such record, even the witness produced by the Bank failed to confirm this. The workman had annexed this certificate to his statement of claim only to show the period of service put in by him during the period from 7-8-78 to 28-3-79. The workman has nowhere stated or admitted that he was working in leave vacancies. When the Bank put forth such plea in its W.S., the workman refuted it in his Rejoinder. The evidence of workman was clear on this point. He stated in cross-examination that:

"The manager asked me to start working and (told that) appointment letter would be handed to me later on. It is wrong to suggest that I was asked to work against leave vacancy. I worked upto 26-8-78 and then I was asked to go as there was no work. Again on 3-9-78, a peon of the bank came to my house and asked me to go to the Bank and work there. Then I started working from 3-9-78. I was not told that it was a leave vacancy for a temporary period. It is wrong to suggest that I was told that my services (were) required only upto 28-10-78 when the permanent employee would return from leave. It is wrong to suggest that on 28-10-78 I was asked to discontinue working. On 28-10-78 I was asked to discontinue working and to report for work after 2, 3 days. Then I started working from 3-11-78 upto 31st December, 1978. Again I was given a similar break and I worked from 3-1-79 to 28-2-79. I was being paid my wages throughout and I was paid my wages on 28-2-79 also. I was given a similar break and again I worked from 3-3-79 to 28-3-79. It is wrong to suggest that on every occasion I was employed temporarily against leave vacancy. I was paid my wages for the period I worked but I cannot say whether the wages were paid on 26-8-78 (and) on the end of each period of work."

It would be noticed that none of the suggestions put to the workman by the Bank's counsel, which were denied by the workman were supported by any documentary or oral evidence given by the Bank. The only bank witness, Shri Rajinder K. Malik, who joined at the Ghaziabad Branch on 16-6-86 admitted that he was not working there in the year 1978 or 1979. The Branch Manager who was at the said Branch at the relevant time was not produced by the Bank. Hence, the averments made by the workman in his affidavit and cross-examination have to be admitted as being correct.

Whether the Employment of workman had come to and by Efflux of time :

7. Both in the Written Statement (on page 4) and in para 13 of the affidavit of the Bank's witness it was contended that there was no termination to this case and that the employment had ceased by efflux of time. But the Bank has failed to prove its above plea by any evidence. It is admitted that at no stage of the employment of the workman any letter or order was given to the workman, specifying the period of his employment. In fact, in not issuing any such letter, the Bank had contravened the directions contained in para 495 of the Sastry Award, which lay down that—

"On a candidate's appointment as a temporary employee, a probationer or a permanent member of staff, the bank shall give him a written order specifying the

kind of appointment and the pay and allowances to which he would be entitled."

Apart from the fact that no letter or order specifying the period of his employment was ever given to the workman, which would show that he was appointed upto a particular date, no other evidence has been adduced by the management to show that his employment was to last only upto 28-3-79. So, it is futile on the part of the management to contend that the employment of the workman had come to an end by efflux of time and there was no termination.

Whether the termination or services of the workman fall within the definition of 'Retrenchment' under section 2(oo) of the Industrial Disputes Act, 1947.

8. Section 2(oo) as it stood before its amendment w.e.f. 18-8-84 by Act 49 of 1984, defined 'Retrenchment' as under:—

"retrenchment" means the termination of services by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health."

9. Evidently, the termination of the services of the workman with effect from 25-3-79 does not fall within any of the three exceptions to S 2(oo) nor were his services terminated by way of disciplinary action. The factum of termination of the services of the workman by the management cannot be denied because if his services had not been terminated, he would have continued in the employment of the Bank. Termination by oral order is as much the termination as by a written order. When in cross-examination, the Bank's witness says that 'No letter of termination was issued to the workman while terminating his services.....', he is admitting that the services of the workman were, in fact, terminated by the management, though the reason given by it (which is not proved) for such termination is that his employment came to end by efflux of time. It is not the case of the Bank that the workman had himself abandoned the employment. From the management's own averments it is clear that the workman had become surplus to the needs of the Bank. So, the termination of services of the workman w.e.f. 28-3-79 clearly fell within the definition of "retrenchment" under S. 2(oo). Even "termination" by efflux of time has been held to be "retrenchment" by the Hon'ble Supreme Court in State Bank of India Vs. N. Sundramony (1976) Lab. and Ind. Cases-769). So is the striking off the names of workmen from muster rolls.

10. The only plea taken by the management in their W. S. is that—

"It is also not correct to allege that it is a case of retrenchment under Section 2(oo) of the Industrial Disputes Act. Sundramony's case of Supreme Court is not applicable. To come into the definition of retrenchment, one must have worked for 240 days in a year which on his own showing he has not worked."

11. In Sundramony's case, the Supreme Court had defined what will constitute "retrenchment" and dealt with the implications of not complying with S. 25F while effecting retrenchment. But the Supreme Court nowhere held that termination will be retrenchment only in those cases where the workman completed 240 days service in 12 calendar months. The interpretation put by the management on Sundramony's case is, therefore, wholly fallacious.

Termination of services of the workman without following the provisions of Section 25-C :

12. Since the termination of services of the workman constituted retrenchment under S. 2(oo), the next question to

be gone into is whether termination of his services without following the statutory provisions of S. 25-G was valid.

13. In support of the workman's contention that the terminations of his services constituted "retrenchment" and was illegal for non-compliance with S. 25-G, reference may be made to the decision of Kerala High Court in *PRABHAKARAN VS. GENERAL MANAGER, KERALA STATE ROAD TRANSPORT CORPORATION* (1981-Labour Law Notes-1-410)

The contention put forward by the petitioners that the termination of their service would constitute retrenchment notwithstanding the fact that they are temporary employees appointed only for the duration of the time specified in the orders of appointment has to be upheld in view of the recent pronouncement of the Supreme Court in *SANTOSH GUPTA VS. State Bank of Patiala* (1980-II-LIN 170) laying down that the expression 'retrenchment' must include every termination of the services of a workman by an act of employer irrespective of the nature of the reason for such termination. Hence, we are unable to accept the argument advanced by the counsel appearing for the first respondent Corporation that the proposed termination of the services of the petitioners will not constitute retrenchment under the Act.

The next question to be considered is whether there is any justification for restricting the scope and applicability of S. 25G to cases where the employees concerned have not been in continuous service of the employer for not less than one year so as to be entitled and thereby qualified to claim the benefit of S. 25G. Sections 25F and 25G are totally independent provisions though both of them deal with the topic of retrenchment of workmen. While Section 25F confers certain special rights such as entitlement to notice and payment of retrenchment compensation on workman who had been in continuous service for not less than one year. Section 25G in general provision governing all cases of retrenchment providing to the workmen the minimal safeguard of the observance of the principle of last come, first go, in the matter of effecting such retrenchment. Counsel for the respondent forcefully argued that the scheme of Chapter V-A of the Act has to be gathered from a combined reading of Ss. 25-A to 25J and according to him on such combined reading it would become manifest that the intention of Parliament was to restrict the scope of S. 25G only to cases of workmen who are eligible for the benefits conferred by S. 25F. We are unable to accept the argument. While it is well accepted principle that different parts of the same section should be read together in order to find out the legislative intent and purpose underlying the concerned provision, the said principle cannot be extended in the matter of interpretation of distinct and independent provisions though contained in the same chapter. As already indicated by us, the legislative intent and purport underlying in S. 25-F is distinct and different from that of S. 25G and we see no warrant whatever for restricting the scope of S. 25G by reading into it a limitation that the benefit of the section would be available only in respect of workmen who satisfy the condition regarding length of continuous service specified in S. 25F. Such an interpretation which involves adding into the section the words which are not there has to be avoided by the court particularly in the matter of construction of a piece of social legislation intended to confer benefits such as security of tenure and other safeguards in favour of workmen. In our opinion S. 25-G will get attracted to all cases of detrenchment and the procedure laid down therein insisting on the observance of the principle of last come, first go will have to be strictly followed by the employer if the retrenchment is to be regarded an valid save in cases covered by the last portion of the section namely, "where for the reasons to be recorded, the employer retrenches any other workman."

The same view has been taken by Bombay High Court in *NAVBHARAT HINDI DAILY VS. NAVBHARAT SHRAMIK SANGH* (1984-Lab. & Ind. Cases-445) in which also it has been held that both the Section 25-F and 25-G are independent of each other and that failure to comply with either of them will render the retrenchment invalid.

14. Lastly, reference may be made to the judgements of the Hon'ble Supreme Court in two cases, in which the Court had the occasion to deal with the principle of "last come, first go" under S. 25G, in *Swadesh Mitran Vs. Its workmen* (19 FIR 46 at P. 51: AIR-1960-SC-762 at PP. 765-66), the Court held that :—

"The position under the industrial law seems to us to be fairly clear. The management has the right to retrench the workmen provided the retrenchment is justified. In effecting retrenchment, the management normally has to adopt and give effect to the industrial rule of retrenchment. For valid reasons it may depart from the said rule. If the departure from the said rule does not appear to the Industrial Tribunal as valid or satisfactory, then the action of the management in so departing from the rule can be treated by the Tribunal as mala fide or as amounting to unfair labour practice; in other words, departure from the ordinary industrial rule of retrenchment without any justification may itself, in a proper case, lead to the inference that the impugned retrenchment is the result of ulterior consideration and as such it is mala fide and amounts to unfair labour practice and victimisation. That is precisely what this court has held in the case of *J.K. Iron & Steel Co. Ltd.* (1960-19 FIR 29 : AIR 1960-SC-1288)".

In *workmen Jaurbat Tea Co. Vs. Its Management* (1980 LIC 742), the Hon'ble Supreme Court has similarly held that:—

"The key-note thought of the provision, even on bare reading, is evident. The rule is that the employer shall retrench the workmen who came last, first, popularly known as 'last come, first go'. Of course, it is not an inflexible rule and extraordinary situations may justify variations. For instance, a junior recruit who has a special qualification needed by the employer may be retained even though another one up is retrenched. There must be a valid reason for this deviation, and, obviously, the burden is on the management to substantiate the special ground for departure from the rule."

15. From the above discussion and the case law, it would follow that the management acted in breach of S. 25G first on 26-8-78 when it terminated the services of the workman while retaining his junior, Shri Satish Kumar Soni in employment, even though Shri Soni had entered the service of the Bank on 10-8-78 as against 7-8-78 when the workman had entered the Bank's service. The Bank again acted in breach of S. 25G when it finally terminated the services of the workmen on 28-3-79, while still retaining Shri Satish Kumar Soni in employment. The mere fact that Shri Satish Kumar Soni had been put in regular service w.e.f. 1-9-78 would make no difference when the very initial action of the management in retaining Shri Soni in employment while terminating the employment of the workman w.e.f. 26-8-78 was invalid for breach of S. 25G. It may be noticed that the management has failed to place on record any material or reasons whatsoever to satisfy this Tribunal as to why Shri Satish Kumar Soni was retained in employment in preference to the workman and what were the specific reasons, if any, for departing from the rule of 'last come, first go'. So, the termination of the services of the workman deserves to be set aside for being in clear violation of S. 25G.

Violation of Provisions of Paragraph 522(5) of Sastry Award:

16. Another ground on which the termination of services of the workman is assailed is that no order of termination was issued to the workman, which was in violation of the explicit direction of paragraph 522(5) of the Sastry Award, which provide that:—

"An order relating to discharge or termination of service shall be in writing and shall be signed by the Manager. A copy of such order shall be supplied to the employee concerned."

The provisions of the award have a legal sanctity and are binding upon the management. Hence, violation of the above provisions also vitiates the termination of services of the workman.

Termination was by way of Unfair Labour Practice :

17. The workman, had admittedly put in 215 days actual service upto 28-3-79 when his services were discontinued. This period would have come to 235 days but for the illegal, unjustified and artificial breaks given by the Bank on 4 occasions totalling 20 days. The services of the workman were abruptly discontinued just by telling him off orally when he was on the verge of completing 240 days' service, which would have taken him into the protection of S. 25F. Such termination was, therefore, manifestly mala fide, amounting to unfair labour practice, as held by the Punjab & Haryana High Court in *THE KAPURTHLA CENTRAL CO-OPERATIVE BANK LTD. Vs. LABOUR COURT, JULLUNDER (1984-Lab. & Ind. Cases-974)*. The Court observed that :—

"The inbuilt policy in the Act for drawing the dividing line at 240 days' service is that if the workman had satisfactorily continued for a period of 240 days as envisaged in those provisions, he is as good as having been accepted permanently (though the terms does not figure in the Act) in employment. Now, the employer, thwarting that process for no fault of the employee would be an unfair practice and obviously on that ground the termination of the services of the workman can be tested by a Labour Court to find its justification. Industrial peace is what the country requires and the provisions of the Act are nothing but a measure to further this object. Prevention undoubtedly is better than cure. An innocent workman at the verge of completing 240 days of service if asked to quit for no fault of his would go with rancour, ill-felling, frustration and utter disgust, especially when the Management has nothing against him with regard to his work and conduct.

Order of reinstatement of the workman in the above case passed by the Labour Court was held justified by the High Court. A similar view has been taken by the same High Court in another case, *Ferozepur Central Co-operative Bank Ltd. Vs. Labour Court 1986-I-Labour Law Notes-204*), the head notes being as under :—

"Unfair labour practice termination of services after 89 days of work and reappointment after break of one day workman so working for 232 days in a period of about 8 months—Held, termination orders were passed with a view to deprive workmen of their rights under Industrial Disputes Act—Action of employer has a taint of malice and is an unfair labour practice—Termination orders set aside."

18. Thus, in any view of the matter, the action of the management in terminating the services of the workman w.e.f. 28-3-79 was illegal and unjustified.

19 The other issue which fails for determination under the terms of Reference is : Whether the action of the management is not absorbing the workman in permanent service w.e.f. 1-9-78 was legal and justified.

20. It is not denied by the management that after the appointment of the workman w.e.f. 7-8-78, one Shri Satish Kumar Soni was also appointed, first as a temporary hand in the same branch w.e.f. 10-8-78, and then on regular basis from 1-9-78. The Bank's witness, Shri Rajinder K. Malik has not denied this in his affidavit, though there was a specific averment to this effect in the statement of claim. It is also not denied by the management or in the affidavit of their above witness that no offer was made to the workman before appointing Shri Satish Kumar Soni on regular basis from 1-9-78 at the same branch. Rather, in cross-examination, the witness stated that—

"It may be correct that Satish Kumar Soni was taken on regular basis w.e.f. 1-9-78. I cannot deny that

no offer was made to the workmen before the appointment of Satish Kumar Soni on regular basis."

The Bank's witness has also stated in cross-examination that the minimum qualification for entry into the clerical cadre of the Bank was Intermediate at the relevant time, i.e. earlier to the nationalisation of the Bank on 15-4-80. The workman was a M. Com. as deposed by him in cross-examination, which fact has not been disputed by the Bank or its witness. It has also not been shown by any evidence that Shri Satish Kumar Soni who was absorbed in regular service w.e.f. 1-9-78 and Shri V. R. Chandramurthy who was absorbed in regular service, w.e.f. 1-4-80 were more qualified than the workman. It is also not the case of the management that there was any selection process for appointment in regular service, in which the workmen failed and Shri Satish Kumar Soni passed. In other words, no grounds or reasons have been disclosed by the management of preference being given to Shri Satish Kumar Soni over the workman for the purpose of appointment in regular service w.e.f. 1-9-78. Thus, it is out and out a case of infringement of the statutory provisions of Section 25-H of the Industrial Dispute Act, which lays down that—

"Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall in such manner, as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India, to offer themselves for reemployment and such retrenched workmen who offer themselves for re-employment shall have preference over other persons."

So when both the workman and Shri Satish Kumar Soni were initially appointed as temporary workman and the workman had entered service of the Bank earlier than Shri Soni, the workman was entitled to preference over Shri Soni for being re-employed as on regular/permanent basis when the management wanted to make regular appointment to the permanent vacancy w.e.f. 1-9-78. But no offer was made to the workman for re-employment in this permanent vacancy. Right of the workman under clause 20.12 of Bipartite Settlement.

21. It has been contended by the management in para 3 of its Written Statement at page 3 that—

"There is no provision in the Sastry Award or Desai Award or Bipartite Settlement that an employee who has been taken into service and did some work of intermittent nature should be made permanent."

As regards the nature of appointment/employment of the workman, it has already discussed hereinbefore. In his statement of claim, the workman has stated in sub-para(g) of para 3, that the action of the management in not absorbing him in the permanent vacancy which arose at Ghaziabad Branch in preference to Shri Satish Kumar Soni was in breach of his preferential right to such absorption both under S. 25H of the I.D. Act and clause 20.12 of the Bipartite Settlement dated 19-10-66. It has already been shown how the management had acted in infringement of S. 25H in giving preference to Shri Satish Kumar Soni over the workman while filling up the permanent vacancy w.e.f. 1-8-78, without any justifiable reasons. As regards the clause 20.12 of the Bipartite Settlement dated 19-10-66, it provide that—

"Other things being equal, the temporary employees will be given preference in filling up permanent vacancies and if selected, they may to undergo probation."

When this clause speaks of "temporary employees", it does not restrict the terms to any particular category of temporary employees, defined in clause 20.7 of the Bipartite Settlement. The management have not disputed the fact that initially Shri Satish Kumar Soni too was appointed as a clerk on temporary basis w.e.f. 10-6-78 i.e. after the appointment of the workman which was w.e.f. 7-8-78. The management have also not shown that Shri Satish Kumar Soni was in any way more qualified than the workman, who was a M. Com. It is also not the case that Shri Satish Kumar Soni and the workman were required to undergo any selection process to determine who out of them should be taken up in the permanent vacancy. So, in any view of the matter by applying the key term "other things being equal" appearing

in clause 20.12, it is the workman, who being senior to Shri Satish Kumar Soni, was entitled to preference over Shri Soni for the purpose of filling up the permanent clerical vacancy at Ghaziabad Branch, which was filled on 1-9-78 by appointing the junior hand, Shri Satish Kumar Soni. The Bipartite Settlement dated 19-10-66, being a settlement arrived at in the course of conciliation proceedings through the intervention of the Chief Labour Commissioner (Central) is binding upon the management in terms of the statutory provisions of S.18(3) read with S.19(2) of the Industrial Disputes Act and the rights conferred by it on the workman cannot be taken away or circumvented at the sweet will of the management or by mere executive fiat. As regards the legal and statutory sanctity of a conciliation settlement, reference may be made to the following observations of the Hon'ble Supreme Court in L.I.C. of India V.D.J. Bahadur (1981-I-LJ-1 on p.11):—

"It is obvious from S.18 that a settlement, like an award, is also binding. What I emphasise is that an award, adjudicatory or arbitral, and a settlement during conciliation or by agreement, shall be binding because of statutory sanction.

22. This, then, is a clear case of discrimination in which a junior temporary employee was picked up for preference over the workman without any rational basis or valid reason therefore. The mere fact that the workman stated inadvertently in cross-examination that he did not know whether any allegation of discrimination has been made in his affidavit or not could by itself be taken to mean that there was no discrimination, when the discrimination is writ large on the facts of the case and when the management have completely failed to justify such most invidious discrimination.

Lastly, it was pointed out by the Id. representative of the Management that the workman has stated that after termination of his services, he is working with his father who is in business of sale of industrial oil, which is a family business. This would be no valid ground to deny him the relief of full back wages. The business which belongs to his father, cannot be said to be the business of the workman and if the workman is just helping his father in the later's business to keep himself busy while out of employment, it cannot be said that he is gainfully employed. In this context, reference may be made to the judgment of the Hon'ble Supreme Court in Rajinder Kumar Kimdra V. Delhi Administration (1985-I-Labour Law Notes-11) in which it has been held that—

"If the workman and member of his family were staying with his father-in-law as there was no alternative source of maintenance and during the period the workman was helping his father-in-law in his business, it cannot be said that he was gainfully employed."

24. Having failed to justify the action of the Management in terminating the service of the workman w.e.f. 28-3-79 and in not absorbing him in permanent employment w.e.f. 1-9-78, the Id. representative of the Management has tried to take shelter under the legal objection that the Andhra Bank came into being on 15-4-80 by virtue of the provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and there was thus no question of the said bank terminating the services of the workman w.e.f. 28-3-79 for absorbing him in permanent employment w.e.f. 1-9-78. It was pointed out that the Andhra Bank Limited in which the workman was employed was a company incorporated under the Indian Companies Act, 1913 and on commencement of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, the undertaking of the said company was transferred to an entity vested in the Andhra Bank. All that was included in the undertaking is specified in Section 5(1) of the said Act and it did not include any obligation on the part of Andhra Bank in respect of the claims like the one of the workman. For facility of reference the relevant provisions of the said Act are reproduced below :—

"Section 3. (1) on the commencement of the Act, there shall be constituted such corresponding new banks as are specified in column 2 of the First Schedule.

Section 4. On the commencement of this Act, the undertaking of every existing bank shall be transferred to and shall vest in, the corresponding new bank.

Section 5. (1) The undertaking of each existing bank shall be deemed to include all assets, rights, powers, authorities and privileges and all property, movable, immovable cash balance, reserve funds, investments and all the other rights and interests in, or arising out of, such property as were immediately before the commencement of this Act in the ownership, possession, power or control of the existing bank in relation to the undertaking, whether within or without India, and all books of accounts, registers, records and all other documents of whatever nature relating thereto and shall also be deemed to include all borrowings, liabilities and obligations of whatever kind then subsisting of the existing bank in relation to the undertaking.

Section 12(1) Every person holding office, immediately before the commencement of this Act, as Chairman of an existing bank shall, if he becomes Custodian of the corresponding new bank, be deemed, on such commencement to have vacated office as such Chairman.

(2) Save as otherwise provided in sub-section (1), every officer or other employee of an existing bank shall become, on the commencement of this Act, an officer or other employees, as the case may be, of the corresponding new bank and shall hold his office or service in that bank on the same terms and conditions and with the same rights to pension, gratuity and other matters as would have been admissible to him if the undertaking of the existing bank had not been transferred to and vested in the corresponding new bank and continue to do so unless and until his employment in the corresponding new bank is terminated or until he remuneration, terms or conditions are duly altered by the corresponding new bank.

(3) xxx xxx xxx xxx

(4) Notwithstanding anything contained in the Industrial Disputes Act, 1947, or in any other law for the time being in force, the transfer of the services of any officer or other employee from an existing bank to a corresponding new bank shall not entitle such officer or other employee to any compensation after this Act or any other law for that time being in force and no such claim shall be entertained by any court tribunal or other authority.

25. It is apparent from the provisions of section 12(2) above that the workman would have continued to be in service of the Andhra Bank on the same terms and conditions and with the same rights on the commencement of the Act had his service not been terminated earlier by the Andhra Bank Limited. Here a reference may be made to the definition of "workman" as given in section 2(s) of the I.D. Act and reproduced below :—

"Workman" means any person (including an apprentice) employed in any industry to do any manual unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute, or whose dismissal discharge or retrenchment has led to that dispute, but does not include any such person :—

26. This definition of the workman makes it clear that by virtue of provisions of section 12(2) of the Banking Companies (Acquisition & Transfer of undertakings) Act, 1980, he became a workman in relation to the Successor Andhra Bank and he could raise an Industrial Dispute regarding his termination against the Successor Andhra Bank and the present reference is very much competent against the Management of Andhra Bank. A similar question came up for consideration before the Hon'ble Supreme Court in the

case workman Vs. Bharat Coking Coal Ltd. (1978-LIC-709) and the Hon'ble Supreme Court held as under :

"Section 17 is a special provision relating to workman and their continuance in service notwithstanding the transfer from private ownership to Central Government or Government Company. This is a statutory protection for the workmen and is express, explicit and mandatory every person who is a workman within the meaning of Industrial Disputes Act, 1947, and has been, immediately before the appointed day, in the employment of a mine shall become an employee of the Government Company and shall continue to be so as laid down in section 17. A workman is defined in the Industrial Disputes Act to mean 'any person employed in the industry (W2 omit the unnecessary words) and included any such person who has been dismissed and whose dismissal has led to a dispute. 'It is perfectly plain that the 40 workmen who were dismissed and whose dismissal led to the industrial dispute are 'workmen' within the meaning of S.17(1) of the Act. Irrefutably follows the inference that they are workmen entitled to continuance in service as provided to S. 17. It is not open to any one to contend that because they had been wrongfully dismissed and, therefore, are not physically on the rolls on the date of the take over, they are not legally workman under the new owner. The subtle eye of law transcends existence at gross level. The statutory continuity of service cannot be breached by the wrongful dismissal of the prior employer. It is important that dismissal has been set aside and the award expressly directs reinstatement "with continuity of service by the management for the time being namely the Bharat Coking Coal Company Ltd.". The finding that the dismissal was wrongful has not been challenged and, therefore, must stand. The Court in Bihar State Road Transport Corporation (1970)3 SCR 708 at p. 714 (AIR 1970 SC 1217 at p. 1221), had to deal with a wrongful dismissal, a direction for reinstatement by an award and a transfer of ownership from a private operator to a State Transport Corporation. Shelat J. Observed :

"The argument, however, was that the true meaning of the said averment was that only those of the employees of Rajya Transport Authority who were actually on its rolls were taken over and not those who were deemed to be on its rolls. It is difficult to understand the distinction sought to be made between those whose names were actually on the rolls and those whose name though not physically on the rolls, were deemed in law to be on the rolls. If respondent 3 continued in law to be in the service, it makes little difference whether his name actually figured in the rolls or not. The expression on the rolls must mean those who were on May 1, 1959 in the service of the Rajya Transport Authority. By reason of the order discharging him from service being illegal, respondent 3 was and must be regarded to be in the service of the said Authority, and, therefore, he would be one of those whose services were taken over by the appellant corporation."

5. The present is an a fortiori case. We have not the slightest doubt that what matters is not the physical presence on the rolls but the continuance in service in law because the dismissal is non est."

27. In the light of the discussion made above, the action of the management in not absorbing the workman in permanent employment w.e.f. 1-9-78 and in terminating his services w.e.f. 28-3-79 is held to be illegal and unjustified and it is directed that the management shall reinstate the workman with full back wages and continuity of service with the further direction to treat the workman as in permanent employment w.e.f. 1-9-78 with all the consequential benefits/rights. The workman is also allowed costs of Rs. 1000/-. The reference is disposed of accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

30th March, 1987.

G. S. KALRA, Presiding Officer

[No. L-12012/341/81-D.II(A)]

K. J. DYVA PRASAD, Desk Officer

